

AGENDA

Plans and Programs Policy Committee

December 20, 2006, 12:00 p.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Plans and Programs Committee Membership

Chair

*Paul Eaton, Mayor
City of Montclair*

Vice Chair

*Mark Nuaimi, Mayor
City of Fontana*

East Valley Representatives

*Bea Cortes, Mayor Pro Tem
City of Grand Terrace*

*Richard Riddell, Mayor
City of Yucaipa*

*Larry McCallon, Council Member
City of Highland*

West Valley Representatives

*Diane Williams, Mayor Pro Tem
Rancho Cucamonga*

Mountain/Desert Representatives

*Kevin Cole, Mayor
Twentynine Palms*

*Vacant
(Paul Cook – past member)*

*Vacant
(James Lindley – past member)*

San Bernardino County

Bill Postmus, Supervisor

Paul Biane, Supervisor

Dennis Hansberger, Supervisor

Josie Gonzales, Supervisor

Gary Ovitt, Supervisor

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Plans and Programs Policy Committee
December 20, 2006
12:00 p.m.

LOCATION:
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER - 12:00 p.m.
(Meeting chaired by Mayor Paul Eaton)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications

1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of December 20, 2006 Pg. 9

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minute summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Plans and Programs Attendance Roster

Pg. 11

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Discussion Calendar

Regional and Quality of Life Programs

3. Amendment No. 2 to Contract No. 05006 with Comarco Wireless Technologies (CWT) for Call Box Maintenance Services Pg. 13

1. Approve Amendment No. 2 to CWT Contract No. 05-006 to increase the total contract not to exceed amount by \$1,580,000, from \$5,935,754 to \$7,515,754, as outlined in the Financial Impact Section below, and
2. Amend Fiscal Year (FY) 2006/2007 Budget to increase the task to accommodate these additional one time expenses, per the attached Budget Request Form. **Michelle Kirkhoff**

4. Further Update on Southern California Associated Government's (SCAG) Actions Associated with the 2007 Regional Housing Needs Assessment (RHNA) Pg. 17

Receive report. **Ty Schuiling**

5. Update on growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP) Pg. 21

Provide direction regarding best methodology for allocating additional residential growth to jurisdictions. **Ty Schuiling**

Subregional Transportation Planning & Programming Programs

6. Amendments to the Development Mitigation Nexus Study Pg. 25

Approve amendments to the Development Mitigation Nexus Study. **Ryan Graham**

7. Update on progress of local jurisdictions not-conforming to the SANBAG Development Mitigation Program Pg. 31

- 1) Receive report on status of non-conforming local jurisdictions compliance with the SANBAG Development Mitigation Program requirements
- 2) Approve a determination of conformance with the requirements of the SANBAG Congestion Management Programs for local jurisdictions that have taken conforming actions prior to January 10th. **Ryan Graham**

Subregional Transportation Planning & Programming Programs Cont'd**8. City of Fontana Project Advancement Agreement Pg. 33**

Approve Project Advancement Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project.
Andrea Zurieck, Ty Schuiling

9. Measure I 2010-2040 Strategic Plan Draft Principles and Policy Issues Pg. 43

- 1) Endorse draft Measure I 2010-2040 Strategic Plan Principles and receive City Managers' and Comprehensive Transportation Plan Technical Advisory Committee (TAC) input on Strategic Plan policy issues.
- 2 Direct staff to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs based on input received from local jurisdictions. **SANBAG Staff**

10. Measure I 2010-2040 Subarea Revenue Estimates Pg. 53

Adopt the attached Measure I 2010-2040 revenue estimate by subarea for Measure I Strategic Planning purposes. **Ryan Graham**

11. Fund Estimate (FE) for the 2006 State Transportation Improvement Program (STIP) Augmentation Pg. 59

Receive report on the 2006 STIP Augmentation FE and adoption schedule. **Ty Schuiling**

Project Development**12. Agreement between the BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and the San Bernardino Associated Governments (SANBAG) for construction and maintenance of a new grade separation at State Street/University Parkway Pg. 63**

Approve Construction and Maintenance Agreement R07151 between BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and SANBAG to specify BNSF contribution towards funding the project, local agency responsibilities for construction and maintenance of a new grade separation, and acquisition of easements required to construct and maintain the grade separation as outlined in the Financial Impact Section. **Darren Kettle**

Transit/Commuter Rail Program

13. Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service Pg. 123

1. Approve Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service, extending the time of performance to March 7, 2007 and increasing the total contract authority by \$32,240.00 for a new total not to exceed \$232,232.47, as identified in the Financial Impact Section.
2. Approve Amendment to Task 38007000 – Redlands Rail Extension, increasing the budget authority by \$32,240 for a new total of \$129,165 as identified in the Financial Impact Section. Mike Bair

Transportation Program & Fund Admin. Program

14. Candidate Projects for Corridor Mobility Improvement Account (CMIA) Funding Pg. 127

Approve San Bernardino County candidate projects for development of final submittal to the California Transportation Commission.

Ty Schuiling

Public Comments

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

15. Additional Items from Committee Members
16. Brief Comments by General Public

Additional Information

17. Acronym List

Pg. 169

ADJOURNMENT

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276 and ask for Joanne Cook.

The next Plans and Programs Meeting
is January 24, 2007.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: December 20, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
3	05-006-02	Comarco Wireless Technologies <i>Tom Franza, President</i>	None
13	06-050-01	Gruen Associates <i>Larry Schlossberg</i>	Parsons Transportation Group Moore, Iacofano, Goltsman

Financial Impact: This item has no direct impact on the 2006/2007 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

Responsibility Staff: Ty Schuiling, Director of Planning and Programming

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

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AGENDA ITEM: 2

PLANS AND PROGRAMS POLICY COMMITTEE ATTENDANCE - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
EAST VALLEY												
Richard Riddell	X	X	X	X	X	X	X	Cancelled	X	X	X	
Bea Cortes								Cancelled	X		X	
Larry McCallon				X	X		X	Cancelled	X	X		
WEST VALLEY												
Paul Eaton Chair	X		X	X	X	X	X	Cancelled	X	X	X	
Mark Nuaimi	X		X					Cancelled	X	X	X	
Diane Williams	X	X	X	X	X	X	X	Cancelled	X	X	X	
MT/DESERT												
Kevin Cole	X	X	X	X	X		X	Cancelled	X	X	X	
Paul Cook	X	X	X		X			Cancelled	X	X		
Jim Lindley	X	X	X	X	X	X	X	Cancelled		X	X	
SAN BERNARDINO COUNTY												
Gary Ovitt	X	X		X				Cancelled	X			
Josie Gonzales	X	X	X		X		X	Cancelled	X	X		
Dennis Hiansberger	X		X	X			X	Cancelled	X	X	X	
Paul Biane	X	X	X	X			X	Cancelled		X	X	
Bill Postmus		X	X	X				Cancelled	X	X		

X - indicates member attended the meeting.
 Crossed out box indicates member was not on the committee as of that month.
 Empty box indicates committee members did not attend the meeting in that month.

PLANS AND PROGRAMS POLICY COMMITTEE ATTENDANCE - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
EAST VALLEY												
Richard Riddell	Cancelled	X	X	X	X	X	X	X	X		X	Cancelled
Kelly Chastain	Cancelled		X	X	X	X	X	X	X	X	X	Cancelled
Judith Valles	Cancelled	X	X	X	X	X	X		X	X	X	Cancelled
WEST VALLEY												
Paul Eaton Chair	Cancelled			X		X		X	X	X	X	Cancelled
Mark Nuaimi	Cancelled					X	X	X	X	X		Cancelled
Diane Williams	Cancelled	X	X	X	X	X	X	X	X	X	X	Cancelled
MT/DESERT												
Kevin Cole	Cancelled	X		X	X					X		Cancelled
Paul Cook	Cancelled	X	X	X	X	X		X	X	X	X	Cancelled
Jim Lindley	Cancelled	X	X		X		X	X	X	X	X	Cancelled
SAN BERNARDINO COUNTY												
Gary Ovitt	Cancelled				X				X	X		Cancelled
Josie Gonzales	Cancelled	X	X	X		X	X		X	X	X	Cancelled
Dennis Hansberger	Cancelled	X	X	X	X	X	X	X	X	X		Cancelled
Paul Biane	Cancelled	X		X	X	X		X	X	X	X	Cancelled
Bill Postmus	Cancelled	X	X	X	X	X	X	X			X	Cancelled

X - indicates member attended the meeting.

Crossed out box indicates member was not on the committee as of that month.

Empty box indicates committee members did not attend the meeting in that month.

Minute Action

AGENDA ITEM: 3

Date: December 20, 2006

Subject: Amendment No. 2 to Contract No. 05006 with Comarco Wireless Technologies (CWT) for Call Box Maintenance Services

Recommendation:*

1. Approve Amendment No. 2 to CWT Contract No. 05-006 to increase the total contract not to exceed amount by \$1,580,000, from \$5,935,754 to \$7,515,754, as outlined in the Financial Impact Section below, and
2. Amend Fiscal Year (FY) 2006/2007 Budget to increase the task to accommodate these additional one time expenses, per the attached Budget Request Form.

Background: In the summer of 2004, a request for proposal (RFP) was released for services related to the upgrade and maintenance of the San Bernardino call box system. On November 3, 2004 the Board approved a multi-year contract with CWT for these specialized services. Included in the agreement were costs for the ongoing maintenance of the system and one time costs to upgrade the system from an analogue cellular signal to a digital signal. The cellular upgrade has been completed and with the new technology the system is in good shape to continue its operations for the next decade.

An element included in the RFP and in the CWT proposal was the cost to upgrade the call box system to make the system accessible to Americans with Disabilities Act (ADA) requirements. Because the system was initially conceived and installed starting in 1990, final needs to accommodate persons with disabilities were not incorporated into the design or functionality of the system. Over the

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

**Major Budgetary Item Request
SANBAG 2005-2006 Budget**

Requested By	Michelle Kirkhoff	Date:	12/13/06
Task Number:	702C5006	Task Description:	Increase task to accommodate additional call box expenses

Description of Issue:

Increase Budget to perform a one time upgrade to the call box network for hearing/speech impaired improvements and physical access to call boxes, to meet Americans with Disabilities Act (ADA) requirements

Justification:

Sufficient funds have been accrued so that the SAFE can upgrade the system so that it is compliant with ADA requirements. Until now there were not sufficient funds or available technology to complete this project.

Estimate of New Budgetary Requirement, Both Annual and Continuing Costs:

\$1,580,000 one time cost to upgrade the system to become compliant with ADA. There is an incremental cost to each call box, per year, for additional maintenance because of the TTY functionality added to the call boxes. Based on 1,450 call boxes in the system, the additional cost when the system is 100% transitioned will be (in FY 10/11) will be approximately \$34,000.

Amendment No. 2 To Contract No. 05-006

By and Between

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES**

And

COMARCO WIRELESS TECHNOLOGIES

For

Call Box Maintenance and Installation

WHEREAS, the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE" and Comarco Wireless Technologies, 25541 Commercentre Drive, Lake Forest, CA 92630, hereinafter referred to as "CONTRACTOR", have previously entered into an agreement effective November 3, 2004, wherein SAFE engaged CONTRACTOR to install, repair and maintain the motorist aid call box system on freeways and state highways within the boundaries of San Bernardino County and upgrade the system to a digital cellular signal; which agreement is hereinafter referred to as the "Agreement"; and,

WHEREAS, SAFE and CONTRACTOR desire to amend the Agreement to amend the scope of work to add additional work elements to the contract, as well as increase the contract not to exceed amount.

NOW THEREFORE, SAFE, and CONTRACTOR agree to amend the Agreement as follows:

1. Section I, Scope of Work, No.1, add the following provision to the end of the paragraph:

CONTRACTOR shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise necessary to upgrade the SAFE call box system so that the call boxes are accessible to persons with speech, hearing and /or mobility improvements, as outlined in Section III.F below.

2. Section III, Fees and Payments, No.1 shall be amended as follows:

The total amount of this contract shall not exceed seven million, five hundred fifteen thousand, seven hundred and fifty four dollars and no cents (\$7,515,754.00) and consists of the following:

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Agreement, and shall be effective on the date set forth above.

SAN BERNARDINO SAFE

COMARCO WIRELESS TECHNOLOGIES

By: _____
Dennis Hansberger, President

By: _____
Tom Franza, President

**REVIEWED AND RECOMMENDED
FOR APPROVAL FOR SAFE:**

By: _____
Mark A. Grasso, Executive Director

APPROVED AS TO FORM FOR SAFE:

By: _____
Jean-Rene Basle, SAFE Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: December 20, 2006

Subject: Further Update on Southern California Associated Government's (SCAG) Actions Associated with the 2007 Regional Housing Needs Assessment (RHNA)

Recommendation:* Receive report.

Background: SCAG has developed a RHNA Pilot Program legislative proposal for inclusion in urgency legislation, accompanied by an offer of sponsorship by Senator Lowenthal. Among other items, the proposed urgency legislation eliminates the requirement to survey each jurisdiction, and requires that SCAG conduct 14 workshops (all of which have occurred) to discuss the regional growth forecast and factors upon which housing needs are proposed to be allocated to subregions. The proposed legislation also provides clarification to the appeals process for local jurisdictions by explicitly stating that a city or county can only file one appeal, with no appeals being allowed in cases where an adjustment of a granted appeal are made. Existing law is silent regarding the number of appeals that a jurisdiction can attempt.

While the language contained in the proposed urgency legislation coincides with much of SCAG's approach in the RHNA process thus far, and is supportable in this regard, it does not address a concern over intercounty equity that surfaced in the last RHNA cycle, and for which staff have, in the last month, recognized a methodology that appears to come closer than ever before to addressing the concern.

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Approved
Plans and Programs Policy Committee

Date: December 20, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

The Methodology: Currently, the methodology used for RHNA allocation relies on using *County median household income*. This creates known large disparities in the price of “affordable units” among counties, despite the fact that the SCAG region (Imperial is probably an exception) effectively comprises a single housing market. It is generally acknowledged that this problem can be resolved by use of the *regional household income distribution* in place of county-by-county household income, but by itself such an approach would substantially reduce the proportion of the housing need dedicated to low income households in counties with high median household incomes, thereby negating much or all of the benefit. However, use of the regional median household income in combination with the 110% fair share adjustment already approved by SCAG would correct for the undesirable effect.

This approach would, for the first time, achieve parity among the counties in the price of “low cost” housing, and would maintain (and even increase slightly) the share of the housing need dedicated to low-income households in high-median income counties. The method is technically simple, but is inconsistent with the recent change in the RHNA statute that references “county median income” rather than “regional or county” as in prior statute. That change apparently reflected understandable state concern over use of regional median household income by the Association of Bay Area Governments in their RHNA, unaccompanied by the substantial fair share adjustment like SCAG’s.

Why do this? The SCAG region’s four largest counties (Los Angeles, Orange, San Bernardino, Riverside) comprises a single housing market. Within that area, a substantial household income disparity exists between high-income Orange County and the comparatively lower-income Los Angeles, Riverside, and San Bernardino Counties (see below).

<u>County</u>	<u>Median Household Income</u>
Imperial	\$35,533
Los Angeles	\$48,248
Orange	\$65,953
Riverside	\$52,253
San Bernardino	\$49,026
Ventura	\$66,859
Region	\$52,531

Source: 2005 American Community Survey

These disparities are not simply a reflection of different types of jobs. In fact, recent California Economic Development Department data show that median wages and salaries among the four counties are in the neighborhood of \$3,000 of one another, not the \$13,000 to \$17,000 disparities shown above. Instead, in the four-county area, the disparities in median household income are also a reflection of the high cost of housing in Orange County that forces many of the low and moderate income workers employed there to live in the adjacent lower cost counties. The inability of many low and moderate income workers employed in Orange County to actually also live there means that they are ignored for purposes of calculation of Orange County's median income. However, it contributes to the calculation of the lower median incomes of the adjacent counties.

When these disparate county median – household based – incomes are then used in the RHNA process to define housing affordability thresholds for each county, the result is that units qualify as “affordable” in housing –impacted Orange County, when they are in fact substantially more expensive than “affordable” units in the adjacent housing-rich counties (SCAG staff's calculations show this disparity in what is defined as a “low income” housing unit can approach \$100,000 per unit – See Table 1).

Table 1

Home Sales Price	Down Payment (10%)	Monthly Mortgage Payment	Annual Household Income Needed
\$200,000	\$20,000	\$1,354	\$46,500
\$250,000	\$25,000	\$1,682	\$57,700
\$300,000	\$30,000	\$1,968	\$67,500

Source: Karin Pally Associates

This system and allocation process preserves a status quo in which truly affordable housing is limited to the low-household income counties. As a result job/housing imbalance is promoted and institutionalized, in direct contradiction to the intent of state housing law as follows:

- Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner (Sec. 65584.(2)(d)(1);
- Promoting an improved intraregional relationship between jobs and housing (Sec. 65584.(2)(d)(2).

Additionally, the allocation methodology flies in the face of some of the most important of SCAG initiatives, including the promotion of Compass as a means to address jobs/housing imbalances and maximize the effectiveness of the region's

investment in the transportation system by promoting land use concepts that bring workers closer to their place of residence.

The extent of statutory change needed to permit use of this approach is uncertain. The issue before SCAG on December 14, 2006 is whether or not to seek a more significant revision to state housing law, perhaps as part of the urgency legislation that SCAG proposes. SCAG staff acknowledges the technical merit of the proposal but does not support it at this time out of concern for jeopardizing their proposed urgency legislation. The principal argument for consideration at this time is simple: effecting changes to state housing law is extremely difficult, and the likelihood of success through multiple legislative initiatives, fashioned in what would appear to be a piecemeal basis, is minimal, and absent this change, the RHNA does little value to promote housing equity in Southern California.

Staff and policy committee members (if they so choose) will report at the meeting on the deliberations and actions by SCAG on December 14, 2006.

Financial Impact: This item has no impact on the adopted Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: The Plans and Programs Policy Committee on December 20, 2006

Responsible Staff: Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: December 20, 2006

Subject: Update on growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP)

Recommendation:* Provide direction regarding best methodology for allocating additional residential growth to jurisdictions.

Background: The Southern California Association of Governments (SCAG) recently produced county-level forecasts for population, households, dwelling units, and employment for 2035 and for five-year increments between 2005 and 2035. These forecasts will be the basis for the 2005-2014 RHNA, the 2007 RTP, and the Victor Valley Area Transportation Study (VVATS). An agenda item considered at the October Plans and Programs Committee provided background on the development of these forecasts and provided a working set of jurisdiction-level forecasts for 2035 and 2014.

Substantial activity has occurred since the draft forecasts were initially provided to local jurisdictions in mid-October. This has included a SANBAG workshop with local jurisdictions on October 16, individual meetings with jurisdiction planning staff throughout late October and early November, and a workshop with local jurisdictions and SCAG on November 7. Constructive input has been provided by the jurisdictions, and SANBAG staff has been working closely with local staff to accommodate requested adjustments to the extent possible.

A result of the input received thus far has been a requested net 50,000 dwelling unit reduction in comparison to the county-level total provided to SANBAG by

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Approved
Plans and Programs Committee

Date: December 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SCAG. More specifically, the number of single family dwelling units is 35,266 lower than the target, and the number of multi-family units is 14,548 lower than the target.

SANBAG staff stated at the October Plans and Programs Committee that the county-level totals provided by SCAG are based on sound demographic and economic assumptions. Demographers and the expert panel reviewing the information make a strong case for the county-level totals that have been provided to us. For these reasons, staff does not support the reduction in forecast county growth consistent with local input received thus far.

Faced with the need to develop a growth forecast that is consistent with both local input and the countywide total, SANBAG staff has identified alternative ways to deal with the allocation of the additional units. Staff has employed several tools and datasets to evaluate options. These tools include a detailed existing land use inventory, general plan land use data, and a small-area allocation model based on the ARCVIEW geographic information system. The alternative approaches include:

1. Allocate more units to jurisdictions that are currently less "built-out." The desert cities and surrounding unincorporated areas would receive more units based on this methodology.
2. Allocate based on the projected growth in units between 2005 and 2035 – This approach would allocate more units to jurisdictions that are already projected to grow faster and that generally have more room to grow, but not to the extent of Approach 1.
3. Allocate based on the total number of projected units in 2035 – This approach would allocate more units to the larger jurisdictions (based on size in 2035), regardless of the extent to which each jurisdiction has room to grow.
4. Similar to Approach 1, but based on the difference in buildout units and the reported 2035 local input for each jurisdiction. This would take into account the extent to which local jurisdictions have already increased growth to meet 2035 targets.
5. Based on a hybrid approach, using Approach 4 for allocating single family dwelling units and Approach 3 for multi-family dwelling units.

Each of the above options would result in many (but not all) jurisdictions receiving additional units until the target levels are reached. However, each jurisdiction would receive a lesser or greater proportional share, depending on the chosen methodology.

Given the above options, SANBAG staff recommends that Approach 5 be used to allocate the additional 35,266 single family and 14,548 multi-family dwelling

units to local jurisdictions. Approach 5 is logical, given that the number of single family units that can be built in more developed areas is limited by the lower amounts of vacant land generally available. On the other hand, the areas more likely to receive additional multi-family units (even beyond what planners may currently anticipate in general plans) are the higher-density areas. Higher land costs and housing prices will create pressures for higher density development in these areas more so than in outlying areas where single family development will tend to prevail (though not exclusively). In staff's opinion, Approach 5 represents the way in which development is most likely to occur, assuming that the county will develop to the totals forecast by SCAG.

If the above direction is provided to staff, the following will occur:

- The growth will be allocated to individual traffic analysis zones (TAZs) for more detailed review by the jurisdictions
- SANBAG will take additional comments based on this review
- Adjusted jurisdiction-level totals may be provided to SCAG, depending on the results
- SCAG will hold a public hearing on January 11, 2007, at which time (and until the record closes) jurisdictions may provide formal written comments to SCAG on their growth totals (both 2014 and 2035 and intervening years). SANBAG staff has an informal agreement with SCAG that SCAG will honor jurisdiction-level totals developed through the SANBAG process, if a consensus is reached among jurisdictions and the results are still consistent with regional principles and targets of allocation.
- SANBAG will continue to work with SCAG to ensure that local jurisdiction input is adequately considered. SCAG needs to proceed whether or not input is received, and the SCAG Regional Council will make the final decision on growth forecasts.

SCAG has stated that adoption of the 2014 numbers for RHNA purposes should occur in February, 2007. Adoption of the 2035 Regional Transportation Plan numbers should occur by July 1, 2007.

Careful review of the forecasts by each jurisdiction is important to San Bernardino County. The forecasts have implications not only for the RHNA process but for agency and private sector traffic studies and for project development activities on Measure I transportation projects, given that the forecasts will be incorporated into travel demand models that drive the traffic growth numbers generated for these analyses.

Financial Impact: This item imposes no impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Task No. 11207000

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on December 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Steve Smith, Principal Transportation Analyst
Cameron Brown, Data Program Administrator

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 6

Date: December 20, 2006

Subject: Amendments to the Development Mitigation Nexus Study

Recommendation:* Approve amendments to the Development Mitigation Nexus Study

Background: A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). The Development Mitigation Nexus Study has established development contribution fair share requirements for jurisdictions in the Valley and Victor Valley. The Nexus Study was approved by the SANBAG Board of Directors in October 2005.

Since the approval of the Nexus Study, several jurisdictions have provided updated information on key projects and data used in the Nexus Study. Although a full update of the Nexus Study will be conducted in 2007, the amendments being considered in this agenda item involve changes that could affect local jurisdiction compliance with the Nexus Study. The intent is to more accurately reflect cost and growth data based on the most recent information available from local jurisdictions.

*

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Approval is requested on the following amendments:

1. Approve the proposed amendments to the Nexus Study submitted by the County of San Bernardino, included as Attachment 1
2. Add the Cypress Overcrossing (\$20 million) million, Poplar Overcrossing (\$15 million) and Mulberry Overcrossing (\$15 million) to the City of Fontana's arterial project list.
3. Reduce the 2004 project costs for the Beech Interchange from \$33 million to \$27 million.

Tables 7 and 8 from the Nexus Study indicate each jurisdiction's fair share costs (i.e. from now through 2030) calculated using the previously agreed-upon methodology. These tables will be revised upon the approval of the amendments listed above. Acceptance of the above amendments is recommended in order to ensure that the most current information is used as the basis for assessing local jurisdiction compliance with the development mitigation program.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on December 20, 2006.

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

ATTACHMENT 1: PROPOSED SANBAG NEXUS STUDY AMENDMENTS as of 12-5-06

1. Adelanto Sphere
 - a. Delete project:
US-395 from Calleja Road north to Desert Flower Road
2. Apple Valley Sphere
 - a. Increase 2030 Single Family Dwelling Units from 2,650 to 4000.
 - b. Delete projects:
 - i. Widen Central Road from Roundup Road to Poppy Road
 - ii. Widen Roundup Way from Kiowa to Central
 - iii. Roundup Way at Central Road, signal installation
3. Chino Sphere
 - a. Revise project limits (portion moved to Montclair Sphere):
Change Pipeline from ".04m south of Philadelphia to Mission Blvd." to ".04m south of Philadelphia to *Phillips Blvd.*" widen 2 lanes, .88 miles, Total Cost: \$1,760,000, Dev Share: \$655,447
 - b. Delete project (moved to Montclair Sphere):
East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes
 - c. Delete project (annexed by City of Chino)
Walnut Ave from .12m west of Norton to .3 miles east of Norton, widen 2 lanes
4. Colton Sphere
 - a. Delete project:
Pepper Ave from Slover to Valley, widen 2 to 4 lanes
5. Fontana Sphere
 - a. Delete projects (completed since original Nexus Study submittal or not needed)
 - i. Ceres Ave from Merrill Ave to Catawba Ave from 2 to 4 lanes
 - ii. Duncan Canyon Rd from .33m west of I-15 to I-15, widen 2 lanes
 - iii. San Bernardino Ave from Etiwanda Ave to Cherry Ave, widen 2 lanes
 - iv. Valley Blvd from Etiwanda Ave to .40m east of Commerce, widen 2 lanes
 - b. Revise project limits and costs:
 - i. Change "Widen Cherry Ave from Valley to Foothill from 4 to 6 lanes" to "*Widen Bridge Cherry Ave from Whittram to Foothill*", .25m, Revised Cost: \$5,000,000; Dev Share: \$2,169,483
 - ii. Change "Widen Beech Ave from Randall to Arrow Route from 2 to 4 lanes" to: "*Widen Beech Ave from Randall to Whittram from 2 to 4 lanes*", 1.5m Revised Cost: \$1,500,000; Dev Share: \$630,000
 - c. Revise project costs (included traffic signals in SANBAG Nexus Study but not in County Plan, therefore reduce from \$1.25mil per lane mile to \$1m per lane mile):
 - i. Widen Alder Ave from Taylor St to Valley Blvd from 2 to 4 lanes, Revised Cost: \$130,000; Dev Share: \$78,190

- ii. Widen Alder Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
 Revised Cost: \$500,000; Dev Share: \$216,944
- iii. Widen Banana Ave from Jurupa to Slover from 2 to 4 lanes
 Revised Cost: \$1,620,000; Dev Share: \$702,898
- iv. Widen Beech Ave from Arrow Route to SH-66 from 2 to 4 lanes
 Revised Cost: \$1,020,000; Dev Share: \$442,565
- v. Widen Beech Ave from Valley to Randall Ave from 2 to 4 lanes
 Revised Cost: \$1,500,000; Dev Share: \$650,831
- vi. Widen Live Oak from Valley to Randall Ave from 2 to 4 lanes
 Revised Cost: \$2,000,000; Dev Share: \$867,775
- vii. Widen Live Oak Ave from Randall to Merrill from 2 to 4 lanes
 Revised Cost: \$1,020,000; Dev Share: \$442,565
- viii. Widen Live Oak Ave from Arrow Route to Foothill from 2 to 4 lanes
 Revised Cost: \$1,000,000; Dev Share: \$433,888
- ix. Widen Mulberry from Jurupa Ave to Slover Ave from 2 to 4 lanes
 Revised Cost: \$750,000; Dev Share: \$325,416
- x. Widen Mulberry from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
 Revised Cost: \$1,000,000; Dev Share: \$433,888
- xi. Widen San Bernardino Ave from Alder Ave to Laurel Ave from 2 to 4 lanes
 Revised Cost: \$540,000; Dev Share: \$234,299
- xii. Widen Santa Ana Ave from Mulberry Ave to Redwood Ave from 2 to 4 lanes
 Revised Cost: \$1,875,000; Dev Share: \$813,539
- xiii. Widen Valley Blvd from Cherry to Hemlock from 5 to 6 lanes
 Revised Cost: \$375,000; Dev Share: \$162,708
- d. Revise project cost estimates:
 - i. Widen Arrow Route from Hickory Ave to Tokay Ave from 2 to 4 lanes
 Revised Cost: \$6,380,295; Dev Share: \$2,768,331
 - ii. Widen Calabash Ave from Whittram Ave to Foothill Blvd from 2 to 4 lanes
 Revised Cost: \$1,599,952; Dev Share: \$694,199
 - iii. Widen Merrill Ave from Cherry Ave to Catawba from 2 to 4 lanes
 Revised Cost: \$3,336,484; Dev Share: \$1,447,659
 - iv. Widen Mulberry Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes
 Revised Cost: \$975,580; Dev Share: \$423,292
 - v. Widen Randall Ave from Cherry to Poplar from 2 to 4 lanes
 Revised Cost: \$3,063,322; Dev Share: \$1,329,137
 - vi. Widen San Bernardino Ave from Cherry Ave to Fontana C/L from 2 to 4 lanes
 Revised Cost: \$2,438,951; Dev Share: \$1,058,230
 - vii. Widen Valley Blvd from Commerce Dr to Almond Ave from 5 to 6 lanes
 Revised Cost: \$1,521,905; Dev Share: \$660,336
 - viii. Widen Valley Blvd from Cherry Ave to Hemlock from 5 to 6 lanes
 Revised Cost: \$731,685; Dev Share: \$317,469
- 6. Hesperia Sphere
 - a. Reduce lane mile costs on three Ranchero Road projects from \$1.25 million/lane mile to \$1 mil/lane mile. No traffic signals in County Plan.
 - i. Widen Ranchero Rd from Mariposa Rd east .94 miles from 2 to 4 lanes
 Revised Cost: \$1,862,225; Dev Share: \$771,296
 - ii. Widen Rancher Rd from .94m east of Mariposa to Escondido from 2 to 4 lanes
 Revised Cost: \$2,971,635; Dev Share: \$1,230,792

- iii. Widen Ranchero Rd from Escondido to Hesperia City limits from 2 to 4 lanes
Revised Cost: \$1,981,090; Dev Share: \$820,528
 - iv. Widen Summit Valley Rd from SR138 north 1.88 miles from 2 to 4 lanes
Revised Cost: \$7,448,889; Dev Share: \$3,085,185
 - v. Widen Summit Valley Rd from 1.88m no of SR138 north 2.18m from 2 to 4
Revised Cost: \$8,637,553; Dev Share: \$3,577,502
 - vi. Widen Summit Valley Rd from 4.31m no of SR138 north 1.2m from 2 to 4 lanes
Revised Cost: \$4,754,616; Dev Share: \$1,969,267
7. Loma Linda Sphere
- a. Delete project (to be annexed by City):
Widen Barton Road from Loma Linda City Limits to California St.
8. Montclair Sphere
- a. Add project (moved from Chino Sphere):
Pipeline Ave from Phillips Blvd to Mission Blvd, widen 2 lanes, 0.73 miles
Total Cost: \$1,760,000; Dev Share: \$652,741
 - b. Add project (moved from Chino Sphere):
East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes, 0.13 miles
Total Cost: \$567,368; Dev Share: \$210,423
9. Redlands Sphere
- a. Add project (moved from Yucaipa Sphere):
Crafton Hills Parkway from Wabash to Overcrest/Tennessee, construct 2 lane road,
0.51 miles
Total Cost: \$1,020,000; Dev Share: \$376,467
10. Redlands "Donut Hole"
- a. Delete all major arterial road projects:
 - i. Widen Alabama St from Lugonia Ave to Palmetto Ave
 - ii. Widen California St from Almond Ave to San Bernardino Ave
 - iii. Widen California St from San Bernardino Ave to Palmetto Ave
 - iv. Widen Lugonia Ave from Alabama St Tennessee St
 - v. Widen Lugonia Ave from California St to Alabama St
 - vi. Widen Nevada St from Lugonia Ave to Palmetto
 - vii. Widen Palmetto Ave from California St to Alabama St
 - viii. Widen San Bernardino Ave from California St Alabama St
 - ix. Widen San Bernardino Ave from Alabama St to Redlands C/L
 - b. Revise Growth Projections
 - i. Reduce Retail Emp. 2030 from 3,500 to 2,723
 - ii. Increase Non-Retail Emp 2030 from 2,000 to 9,213
11. Rialto Sphere
- a. Add project (moved from Fontana Sphere):
San Bernardino Ave from Laurel Ave to .07m east of Larch (Rialto CL), widen 2
lanes, 1.31 miles, Total Cost: \$3,275,000; Dev Share: \$1,263,306

- b. Add project:
Slover Ave from Alder Ave to Cactus Ave, widen 2 lanes, 2.35 miles
Total Cost: \$4,700,000, Dev Share: \$1,812,989
- 12. Upland Sphere
 - a. Delete project (annexed by City of Upland):
Arrow Route from .02m east of Claremont to .18m west of Central, widen 2 lanes
- 13. Victorville Sphere
 - a. Delete projects:
 - i. Widen Dos Palmas Road from San Mateo to Pacoima
 - ii. Widen Dos Palmas road from Pacoima to Borego
 - iii. Widen Emerald from Palmdale to Seneca
 - iv. Widen Ridgecrest from Pah-ute to Chinquapin
 - v. Widen Spring Valley Parkway from Huerta to Driftwood
- 14. Yucaipa Sphere
 - a. Delete project (moved to Redlands Sphere):
Crafton Hills Parkway from Wabash to Crafton PUD – construct 2 lanes
Reason: Should be in Redlands Sphere
- 15. Change “San Bernardino County Non-Sphere” to “SB County Devore/Glen Helen Non-Sphere”
- 16. Change “San Bernardino County – Donut Hole” to “SB County Redlands ‘Donut Hole’”

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: December 20, 2006

Subject: Update on progress of local jurisdictions not-conforming to the SANBAG Development Mitigation Program

Recommendation:*

- 1) Receive report on status of non-conforming local jurisdictions compliance with the SANBAG Development Mitigation Program requirements
- 2) Approve a determination of conformance with the requirements of the SANBAG Congestion Management Programs for local jurisdictions that have taken conforming actions prior to January 10th.

Background: Following a public hearing on December 6, 2006 the Board of Directors, acting as the San Bernardino County Congestion Management Agency, found that four jurisdictions were not conforming with the requirements of the Congestion Management Program (CMP). The four jurisdictions found to be not conforming to the CMP are the Cities of Loma Linda, Redlands, and Rialto and the County of San Bernardino. The local jurisdictions were determined to be not conforming with the requirements of the SANBAG CMP because they had not yet adopted a development mitigation program designed to collect the amount of development mitigation identified in the Nexus Study approved by the Board of Directors on November 2, 2005. Following the public hearing each of the non-conforming jurisdictions were sent a 90 day notice to return to conformance with the CMP or the State Controller's Office would be notified to begin withholding Section 2105 Gas Tax subventions.

Since the December 6, 2006 public hearing, each of the local jurisdictions found to be non-conforming have been working diligently to achieve conformance. The status of their programs is as follows:

*

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Loma Linda—The City approved its development mitigation program at its December 12, 2006 city council meeting.

Redlands—The City held its first public hearing on the proposed development mitigation program ordinance at its December 5, 2006 city council meeting. The second public hearing and the adoption of the development mitigation program is scheduled for December 19, 2006.

Rialto—City staff presented the development mitigation program at its October 17, 2006 and intends to take the fees before Council for adoption on December 19, 2006.

County of San Bernardino—The County adopted a development mitigation program at its December 5, 2006 Board of Supervisors meeting. The development mitigation program adopted by the County, however, requires amendments to the Nexus Study for the County to be determined in compliance. County staff has submitted to SANBAG staff a list of proposed amendments to the Nexus Study. If the amendments to the Nexus Study are approved in a separate SANBAG Board action, SANBAG staff can issue a determination of conformance to the CMP for the County of San Bernardino.

At the January 10, 2007 Board of Directors meeting, this agenda item will be updated to include the most current information on the status of local jurisdiction conformance with the CMP. Jurisdictions that have adopted a compliant development program can be determined by the SANBAG Board to be in conformance with the CMP, pursuant to California Government Code Section 65089.3.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item is scheduled for review at the Plans and Programs Committee on December 20, 2006.

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: December 20, 2006

Subject: City of Fontana Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07066 with the City of Fontana for the I-10/Cypress Avenue Overcrossing Project

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Fontana has approved the attached Cooperative Agreement for the I-10/Cypress Avenue Overcrossing project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to \$10,245,502 in Measure I 2010-2040 revenues dedicated to Major Street Projects. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

This commitment represents 1.3 percent of the Measure I revenue dedicated to the Major Street Projects. In addition, this represents 5 percent of the non-fair share amount for Fontana projects included in the SANBAG Nexus Study. When considered with all Major Street Projects agreements approved to date, the agreements represent 9 percent of the total Measure I revenue dedicated to these projects. Table 1 summarizes these commitments as well as other project advancement agreements that have been approved since development of this program.

*

Approved
Plans and Programs Policy Committee

Date: December 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Financial Impact: The agreement commits the Authority to reimbursement of up to \$10,245,502 in Measure I 2010-2040 revenues dedicated to Major Street Projects. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on December 20, 2006. This agreement has been reviewed by Counsel.

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

TABLE 1
MEASURE I 2010- 2040
Project Advancement Program

Freeway Interchange Projects							% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Board Approval	Project Location	Project Description	Cost Estimate	Measure Share	
Yucaipa	C07047	08/02/2006	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	18,403,246	6,286,672	
Fontana	C07129	12/06/2006	I-15 at Duncan Canyon Rd	Construct New Interchange	18,000,000	4,068,000	
TOTAL MEASURE COMMITMENT TO FREEWAY INTERCHANGE PROJECTS						10,354,672	2%

Major Street Projects							% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Board Approval	Project Location	Project Description	Cost Estimate	Measure Share	
Chino Hills	C07022	07/05/2006	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	15,167,000	8,202,776	
Rancho Cucamonga	C07025	08/02/2006	Haven Ave	Construct Grade Separation	15,910,000	13,856,000	46%
Yucaipa	C07098	10/04/2006	Yucaipa Blvd	TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA	13,856,000		
Yucaipa	C07099	10/04/2006	Oak Glen Rd	Widen South Side from 5th St to 12th St	2,898,400	1,224,750	25%
Yucaipa	C07100	10/04/2006	Oak Glen Rd	Widen from 2nd St to Bryant	500,000	345,000	
Yucaipa	C07101	10/04/2006	Wildwood Canyon Rd	Widen from Yucaipa Bl to Avenue E	1,800,000	1,242,000	
				Intersection Improvements at 5th St	551,605	380,880	
Fontana	C07058	12/06/2006	Baseline Ave.	TOTAL MEASURE COMMITMENT TO YUCAIPA	3,192,630		5%
Fontana	C07059	12/06/2006	Cherry Ave	Widen from Citrus Ave to 330' East of Mango Ave	7,550,000	5,134,000	
Fontana	C07060	12/06/2006	Foothill Ave	Widen from Jurupa Ave to Slover Ave	3,110,000	2,114,800	
Fontana	C07061	12/06/2006	Sierra Ave	Widen from East Ave to Hemlock Ave	7,400,000	5,032,000	
Fontana	C07062	12/06/2006	Jurupa Ave	Widen from Baseline Ave to Walnut Ave	7,800,000	5,304,000	
Fontana	C07063	12/06/2006	Citrus Ave	Widen from Etiwanda Ave to Sierra Ave	12,000,000	8,160,000	
Fontana	C07064	12/06/2006	Walnut Ave	Widen form Baseline Ave to So. Highland Ave	4,000,000	2,720,000	
Fontana	C07065	12/06/2006	So. Highland Ave	Widen from Citrus Ave. to Sierra Ave	4,200,000	2,856,000	
Fontana	C07066	pending	Cypress Ave	Widen from San Sevaine Rd to Citrus Ave	4,000,000	2,720,000	
				Construct Overcrossing at I-10	20,000,000	10,245,502	
TOTAL MEASURE COMMITMENT TO FONTANA						44,286,302	23%
TOTAL MEASURE COMMITMENT TO MAJOR STREET PROJECTS						69,537,708	9%

SANBAG Contract No. C07066

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

I-10/Cypress Avenue Overcrossing Project

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ <u>10,245,502</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 10,245,502

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>1/10/07</u>	Contract Start: <u>1/10/07</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? N/A

If no, has the budget amendment been submitted? ☐ Yes ☐ No

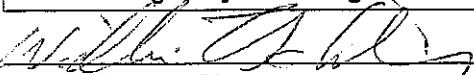
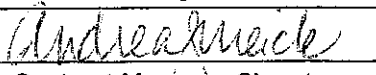
CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: Ty Schuiling	Contract Manager: Andrea Zureick
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 Task Manager Signature	 Contract Manager Signature
Date	Date

 Chief Financial Officer Signature	<u>12/12/06</u> Date
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Filename: C07066

COOPERATIVE AGREEMENT NO. C07066

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

I-10/CYPRESS AVENUE OVERCROSSING PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY OF FONTANA (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of I-10/Cypress Avenue Overcrossing Project (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of San Bernardino County or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$10,245,502. The SANBAG Nexus Study states an actual cost of \$20,000,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In this event, the reimbursement shall be calculated as follows:
 - a. Subtract \$4,933,085 in Federal TEA-LU funds from the actual cost, as documented following the procedures outlined in SECTION II below
 - b. Multiply the result by the reimbursement percentage (68%, from the SANBAG Development Mitigation Nexus Study, 2005)

In the event that all or a portion of the Federal/State funds identified above are not available for application to this project, the reimbursement amount shall be recalculated to reflect the change in federal transportation funding. In the event that additional Federal/State funds are applied to this project (in addition to the grant listed above) the reimbursement amount shall be recalculated to reflect the change in Federal/State transportation funding.

These calculations are based on the principles contained in Chapter 4, Section 4B of the 2005 Congestion Management Program prepared by the San Bernardino County Congestion Management Agency (CMA), adopted by the CMA in November, 2005. The two pertinent principles are:

- Federal or state appropriations from transportation sources for specific projects will reduce the project costs, not just reduce the required developer mitigation. The percentage share of the remaining project costs allocated to development and other sources will remain the same.
 - Funds generated by local jurisdictions from non-transportation sources (federal, state or other) will be eligible for credit against local fair-share development contributions. In addition, SANBAG may permit the use of transportation dollars (federal or state appropriations) as a credit against local fair-share development contributions on an exception basis, when the local jurisdiction shows that such transportation dollars are net "new" dollars to the regional transportation system.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
 3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other

auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or; b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$10,245,502 (as adjusted based on the availability of Federal/State transportation funding as described in SECTION I) or the amount based on actual cost as derived in SECTION I, whichever is less.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and; b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.

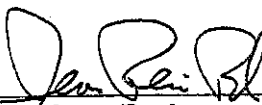
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

San Bernardino County
Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

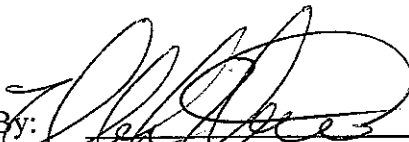
Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Jean-Rene Basle
SANBAG County Counsel

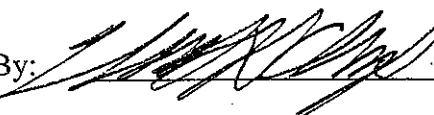
Date: 12/04/06

City of Fontana

By:  _____
Mark Nuraimi
Mayor

Date: 11-21-06

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____

Date: 11-18-06

Attachment A

I-10/Cypress Avenue Overcrossing Project

Project Scope and Costs

Proposed Improvements:

- Realign Cypress Ave. Main Sewer Line to new N/S Street
- Relocate Utilities and Construct Storm Drain South of Valley Blvd.
- Widen Cypress Avenue North and South approaches to Overcrossing
- Construct Retaining Walls on Cypress Avenue
- Construct New Overcrossing at I-10/Cypress Avenue
- Construct New Overcrossing Structure over UPRR and Washington St.

Summary of Project Cost (Estimate):

• Plans, Specifications & Estimates	\$ 2,000,000
• Right of Way	6,000,000
• Utility Relocation	1,500,000
• Roadway Items	5,500,000
• Bridge/Structural Items	<u>5,000,000</u>

<u>Total Project Cost:</u>	\$ 20,000,000
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Minute Action

AGENDA ITEM: 9

Date: December 20, 2006

Subject: Measure I 2010-2040 Strategic Plan Draft Principles and Policy Issues

Recommendation:* 1) Endorse draft Measure I 2010-2040 Strategic Plan Principles and receive City Managers' and Comprehensive Transportation Plan Technical Advisory Committee (TAC) input on Strategic Plan policy issues.

2) Direct staff to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs based on input received from local jurisdictions.

Background: Development of the Measure I 2010-2040 Strategic Plan is currently focused on:

- 1) Project prioritization policies and procedures,
- 2) Evaluation of the need for and benefit of "frontloading" or advancing funding for selected programs through inter-program borrowing,
- 3) Further definition of the relationship of fair share development contributions to the fund allocation process, and
- 4) Definition of project development and delivery responsibilities for freeway interchange, major roadway, and grade separation projects.

*

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

White papers were developed on these issues as they relate to the various Measure I 2010-2040 Programs and have been discussed at SANBAG's policy committees. These white papers include:

- the Cajon Pass Program,
- the Victor Valley Major Local Highway Projects Program,
- the Rural Mountain/Desert Major Local Projects Program
- the Valley Freeway Program
- the Valley Freeway Interchange Program
- the Valley Major Streets Program
- the Valley Metrolink/Rail Program
- the Valley Express Bus/Bus Rapid Transit Program
- Bond Financing Debt Capacity
- Inter-Program Issues
- Legislative Issues

These identify major technical and policy issues associated with these elements of the scope of work and alternative strategies to address them. The papers also address inter-programmatic issues (issues that affect multiple programs or may cause one program to affect others) that do not fit neatly into discussion of any one program, and Legislative issues that may affect or contribute to the success of the program.

Staff provided copies of all white papers to the membership of each committee and the Board of Directors as a whole for the October and subsequent meetings. The item was discussed by the Administrative Committee on November 8, the Major Projects Committee on November 9, the Plans and Programs Committee on November 15, the Commuter Rail Committee on November 16, and the Mountain-Desert Committee on November 17, 2006. Per direction from the committees, copies were also provided to the City Managers for presentation and discussion at their meeting on November 16, 2006, and to the TAC for its meeting on December 11, 2006.

Written responses were received from two managers (Attachment 1) and their comments are summarized below:

Fontana

- SANBAG policies should assist/promote getting projects to construction as soon as possible.
- SANBAG should set aside dollars to assist making projects shelf-ready.

- Project processing should be handled in parallel, not sequentially. This may require additional SANBAG staff, or individual jurisdictions may need to take more responsibility for moving projects forward.
- We need to cut through Caltrans red tape.
- We need a legislative strategy that can be used to get city support for funding requests.
- Funding from Proposition 1B should be treated as other earmarked funds, reducing the cost of the project, not considered as a direct offset of funding that would otherwise be provided by Measure I.
- SANBAG needs to be very aggressive in its bonding strategy. With costs escalating as they are, it makes sense to bond for as much as possible up front.

Yucaipa

Valley Freeway Program

- City supports borrowing of funds among programs as long as it will not delay construction of other funded projects.
- City supports long-term financing if cost-effective and if it does not affect the delivery of arterial projects.

Interchange program

- Geographic equity should be maintained throughout the life of the program, not wait until the end of the Measure to try to achieve geographic balance. We prefer to cap access to funds for individual jurisdictions or distribute funding within geographic subregions.
- We do not support wholesale inter-program borrowing from arterial programs to other programs early in the life of the Measure.

Valley Major Streets Program

- The City is interested in frontloading to ensure the delivery of the arterial program.
- Arterial projects should be given priority over grade separations, as grade separations are more likely to receive other state and federal funds.
- Funds should be made available on a project readiness basis, with geographic equity controlled through capping for individual agencies or through distribution by geographic subregion.
- Funding should be conveyed as a reimbursement to the member agency.
- Cost overruns should be shared on a percentage basis, as dictated by the Nexus Study.
- The local jurisdictions should decide who will be lead agency, subject to SANBAG approval.

The managers also indicated support for and interest in more in-depth discussion by the TAC. Although limited discussion by the TAC had occurred previously, substantive discussion began on December 11th. Discussion was to have included

issues associated with the Valley Major Streets, Valley Interchange, and Victor Valley Major Local Highway Projects Programs as well as inter-program issues, but ultimately focused on Valley Major Streets because of time constraints. It was recognized that many of the same issues will apply to the interchange program and some of the recommendations appear to be transferable, but the interchange program issue paper was not specifically discussed. Only one Victor Valley representative was in attendance, and staff expects to have one or more separate meetings in the near future with Mountain/Desert technical staff. The Victor Valley Major Local Highways Program is substantially different from the Valley Major Streets Program, and some of the direction provided in the TAC discussion of the Valley program may not apply to the Victor Valley.

A summary of the TAC input, related principally to the Valley Major Streets Programs follows:

Issue 1: Frontloading.

- Jurisdictions, particularly in the West Valley, view their arterial projects as a priority and generally would not want to borrow from those programs to the extent arterial projects would suffer significant delay. If there is inter-program borrowing from the arterial program, the amount borrowed needs to be limited or capped so as to maintain a degree of project delivery.
- Any decision to frontload (i.e., borrow from other programs) should consider and if possible, mitigate overall shortfalls in the purchasing power of the "loaning" program.
- Project advancement should be considered in the mainstream sales tax measure.
- In summary, a strong preference was stated for a strategy that limits or "caps" loans to other programs at a level that permits (at least) limited delivery of major street and grade separation projects from the outset of the program (White paper issue 1, option 2).

Issue 2: Arterial street projects versus railroad grade separations

- The TAC generally indicated that local jurisdictions should be allowed to set their own priorities. If jurisdictions have a large project, such as a railroad grade separation, they would like to be able to move that project at a time that they choose, not be subject to a regional priority list. *(Note that this is inconsistent with Manager input that arterial projects should be given priority over grade separations, as grade separations are more likely to receive other state and federal funds.)*

Issue 3: Allocation strategies

- Local jurisdictions have a strong preference for using a project readiness/local initiative basis for allocation, but also recognize the need for controls to assure reasonable geographic equity (i.e. preference for White Paper Option 2A).

- A formal call for projects is not needed. However, jurisdictions should be aware, for planning purposes, of the annual amount of funding expected to be available for allocation from the Major Street program, and SANBAG should be provided an estimate of the upcoming funding need for eligible projects through a mechanism such as capital improvement program submittals from member jurisdictions.
- The overall level of access to the Measure I Major Street Program dollars for each jurisdiction should be established through the public share of project costs contained in the Development Mitigation Nexus Study, which also defines the overall need. Adjustments can be made through Nexus Study updates.
- A project readiness/local initiative basis for allocation means that local jurisdictions have discretion over arterial project prioritization.
- Geographic equity in distribution of funds is important, but it is also recognized that there is a time clock associated with equity. Projects in certain areas may be built first, followed by projects in other geographic areas. Cities do this within their own boundaries. However, geographic equity (consistent with the Nexus Study) must be maintained over the life of the measure.

Issue 4: Conveyance of Measure I dollars

- The TAC expressed a consensus for Option 1, conveyance of funds through a reimbursement process.
- Jurisdictions are used to submitting invoices and getting paid back as projects are constructed.
- Provision needs to be made for reimbursement for project development activities as well. (*Reimbursement for these costs is appropriate in those cases in which the project development costs are included in the Nexus Study.*)

As noted previously, discussion among technical staff of the Victor Valley Major Local Highway Projects program has not yet occurred, discussion of the Valley Interchange Program and inter-programmatic issues will continue at the TAC in January, and consideration of TAC comments by the Mountain/Desert Committee will occur in January, tentatively leading to a report to the Board of Directors in February.

A more general issue that has been discussed internally and briefly with the TAC is the nature of the ultimate products of these discussions and deliberations. Staff suggests that a set of fundamental Measure I 2010-2040 principles would be of value to provide a framework for the more specific or detailed policies under discussion, and has prepared a preliminary draft for consideration:

MEASURE I 2010-2040 STRATEGIC PLAN Suggested Principles

- 1) Deliver all Expenditure Plan projects at the earliest possible date.
- 2) Seek additional and supplemental funds as needed for completion of all Expenditure Plan projects.
- 3) Maximize leveraging of State, federal, local, and private dollars.
- 4) Ensure use of federal funds on otherwise federalized projects.
- 5) Sequence projects to maximize benefit, minimize impact to the traveling public, and support efficient delivery.
- 6) Provide for geographic equity over the life of the Measure.
- 7) Recognize that initiation of project development work on arterial, most interchange, and railroad crossing projects is the responsibility of local jurisdictions. Initiation of project development work on freeway mainline projects and interchange improvements required for the mainline projects is the responsibility of SANBAG.
- 8) Work proactively with agency partners to minimize the time and cost of project delivery.
- 9) Structure SANBAG to effectively deliver the Measure projects.
- 10) Exercise environmental stewardship in delivering the Measure projects.
- 11) Periodically update the Strategic Plan through the life of the Measure.
- 12) Utilize debt financing when and where appropriate.

Staff requests policy committee consideration and endorsement of these principles, and requests direction to further develop policy recommendations for the Valley Freeway, Interchange, and Major Street Programs and other issues as appropriate based on input received from local jurisdictions.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Reviewed By: The Plans and Programs Policy Committee on December 20, 2006

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Darren Kettle, Director of Freeway Construction
Deborah Barnack, Director of Management Services
Mike Bair, Director of Transit and Rail Programs
Terry McGuire, Chief Financial Officer

Tony Grasso

From: Ken Hunt [khunt@fontana.org]
Sent: Wednesday, November 22, 2006 9:22 AM
To: Tony Grasso
Cc: Paul Balbach; Amy Colbrunn
Subject: Comments on Policy

Tony

I wanted to take advantage of the opportunity to follow-up on some of the comments made at the City Manager TAC meeting last week in regards to Measure I Issues and Policies.

1. I think of critical importance is for Sanbag to develop policies that will assist/promote getting projects to construction sooner than later. In the past two to three years the project costs have escalated by approximately 100%. There is nothing more critical to the success of the project than the time/value of project completion. Some thoughts:
 - a. Sanbag should set aside the necessary funding to assist projects in getting through the environmental process and into final design. Shelf ready projects should then be given priority for funding.
 - b. Project processing should be handled in parallel not sequential. This may require additional staffing at Sanbag or the willingness of jurisdictions to step up to take responsibility for moving projects forward.
 - c. Where appropriate we need to cut through the Caltrans red tape to keep projects moving forward. Sanbag should be working with local jurisdictions to provide technical assistance in this area.
2. With opportunities for funding from proposition 1B and the Federal Government, we need to develop a legislative strategy that can be used to get the cities in support of funding requests. Cities and Sanbag should be doing joint lobbying on the transportation front. We need to look at major corridors and get bilateral support for funding for those corridors. It does no good for Fontana to get \$2 million by lobbying separately and then not have enough money to complete a project.
3. Ty said that Sanbag's policy is that if funding is received from outside sources (such as 1B), that funding will be used as a direct offset of the funding that would otherwise be provided by Measure I. Compare this policy to Sanbag's policy that if a city uses RDA funding on a project, that funding reduces the total cost of the project and then the balance of the project cost is shared in accordance with the percentage share for the project. These policies are inconsistent with each other and do fairly treat local funding issues for cities. In addition:
 - a. A community such as Fontana is front loading the costs of these projects on the promise that they will be paid the Sanbag share at a future date. If outside funding sources such as 1B are used to benefit Measure I funding, local funding is likely to dry up and I see no provision to pay back jurisdictions sooner than later.
 - b. Local funding is likely more subject to delays in availability than is the Measure I money. Measure I can be bonded against based upon a fairly consistent revenue stream while local funding is dependent upon development, economic factors, availability of infrastructure, financial markets, etc.
 - c. Fontana shares many critical projects with both Measure I and the County. It is possible that Fontana and Sanbag may have monies available and the county has no funding earmarked or has set other priorities for their funding. A policy which puts all monies received from 1B as an offset to Measure I funding may make the developed of critical projects difficult.
4. Finally, I think Sanbag needs to be very aggressive in its bonding strategy to get as much project funding up front as possible. I know there is discussion that the measure proceeds need to be spread out over the years so that not all of the proceeds are spent up front. I understand this concern, at the

same time, building a project today is going to be exponentially cheaper than building a project 15 years from now. Our goals have to be delivery of the promises. I would much rather be explaining why we built 90% of our projects and don't have any more money for the next 15 years than explaining that we were only able to build 40% of the projects because of cost increases spread out over a 30 year period.

Ken

Tony Grasso

From: Toni Schmidt [tschmidt@yucaipa.org]
Sent: Tuesday, December 05, 2006 8:54 AM
To: Tony Grasso
Subject: Comments regarding Measure I 2010-2040 Strategic Plan Policy Issues
Attachments: header.htm

Via Email: tgrasso@sanbag.ca.gov

December 5, 2006

Tony Grasso, Executive Director
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Dear Mr. Grasso:

Thank you for the opportunity to provide comments regarding the Measure I 2010-2040 Strategic Plan Policy Issues, and more specifically the "white paper issues" affecting the City of Yucaipa. Of particular interest to the citizens in our community are the Valley Freeway Program, Freeway Interchange Projects, and the Valley Major Streets Program. The City of Yucaipa believes that the guiding principal of all future Measure I allocations must be in conformance with the language and intent of the Measure.

Valley Freeway Program

With respect to the Valley Freeway Program, the City of Yucaipa supports the loaning of funds between programs as required to continue project development on under-funded projects as long as it will not delay construction of other funded projects. We also recognize the need to evaluate linkages among freeway improvement projects and between freeway and interchange projects. The City also supports long-term financing, as required, to deliver important freeway improvement projects as long as it can be demonstrated to be cost effective. We are not in favor of a wholesale loan program that may ultimately affect the delivery of the County-wide Arterial Program committed to the voters in the Measure I, however.

Freeway Interchange Projects

The City believes that SANBAG should fund the 31 Freeway Interchange Projects identified in the Measure first, then evaluate others for possible funding. SANBAG must also take into account geographically equitable distribution throughout the life of the program. We cannot afford to wait until near the end of the Measure to try and "geographically balance" the programs.

Our preferred methodology is either to:

- i. Cap access to funds for individual jurisdictions; or
- ii. Alternatively, distribute funding within geographic sub-regions.

In addition, we support use of long-term financing for freeway interchanges in order to accelerate delivery of much needed interchange improvements throughout the Valley.

We also do not support wholesale inter-program borrowing ("front-loading") from arterial programs to other programs early in the life of the Measure, as the voters will be expecting the enhanced delivery of Arterial Improvement Projects in addition to the Freeway and Interchange Improvement Projects. Such borrowing may also put at risk our ability to ultimately deliver the aggregate percentage of Measure I funded arterial projects prescribed in the Measure if future cost increases exceed projections.

Valley Major Streets Program

The City is interested in limiting the "frontloading" that may occur to ensure the delivery of the Arterial Program promised to the San Bernardino County voters. We also believe arterial projects should be given priority over grade separations as the grade separations are more likely to receive other sources of state or federal funding, and the environmental approval process can be much more lengthy.

We believe Arterial Program funding should be made available to all member agencies on a project readiness basis with geographic equity (as the Measure calls for) controlled through capping for individual agencies (with some flexibility) or through distribution by geographic sub-region.

To remain consistent with state and federal aid programs and to simplify the process, Yucaipa feels that Measure I funding should be conveyed as a reimbursement to the member agency.

Finally, the City of Yucaipa believes cost overruns should be shared on a percentage basis as dictated by the Nexus Study and it should be left to the member agency to decide who will be lead agency, subject to SANBAG approval.

Thank you once again for the opportunity to participate in such an important process for the citizens of Yucaipa and the County of San Bernardino.

Sincerely,

John Tooker
City Manager

JT:ts

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: December 20, 2006

Subject: Measure I 2010-2040 Subarea Revenue Estimates

Recommendation:* Adopt the attached Measure I 2010-2040 revenue estimate by subarea for Measure I Strategic Planning purposes.

Background: On August 2, 2006, the Board of Directors approved the revised the Measure I 2010-2040 Revenue estimate upward from \$6.0 billion in 2003 dollars to \$8.0 billion in 2006 dollars. The revised forecast was a countywide revenue forecast based on a slightly higher forecast by Dr. John Husing, Consultant Economist to SANBAG.

Since the August meeting of the Board of Directors, staff has been working to develop a method to allocate the projected countywide Measure I 2010-2040 revenue to the geographic subareas of San Bernardino County. The intent is to provide the county subareas with a forecast amount of Measure I 2010-2040 to use for strategic planning purposes. The subareas are consistent with those contained in the Measure I 2010-2040 Expenditure Plan and include: the San Bernardino Valley, Colorado River, Morongo Basin, Mountains, North Desert, and Victor Valley. Per the Expenditure Plan, funding for the Cajon Pass improvements are funded by 3% of the San Bernardino Valley and 3% of the Victor Valley revenue.

Staff examined six alternatives for the allocation of Measure I 2010-2040 to the geographic subareas of the county, each of which produced a different distribution of Measure I funds. Every scenario was based on projection of differential demographic growth rates by subarea, controlled to the \$8 billion Measure I

*

Approved
Plans and Programs Committee

Date: December 20, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

revenue forecast adopted by the Board of Directors. Consequently, each scenario shows the same amount of total Measure I revenue being generated; the allocation scenarios look only at different ways of allocating the annualized Measure I revenue to individual subareas. The six allocation alternatives considered include:

1. Baseline Scenario: The Baseline Scenario allocated Measure I 2010-2040 according to the average annual subarea distribution of revenue from existing Measure I for fiscal years 2001/2002 through 2005/2006. This scenario provides an example of what the allocation of revenue would be if the percentage by subarea over the last five years was simply projected into the future. As a point of reference, the average percent Measure I distribution from FY01/02 to FY05/06 is as follows: Valley 82.88%, Colorado River 0.27%, Morongo Basin 2.03%, Mountains 1.75%, North Desert 2.45 %, and Victor Valley 10.62 %.
2. 2004 Regional Transportation Plan (RTP) Population Growth: This approach uses the annualized average percent growth in population to the year 2030 used in the 2004 SCAG RTP. The logic of this scenario is that population growth is the key driver of consumption and of revenue generation.
3. Nexus Study/Local Input 2004 SCAG RTP Population Growth: This approach uses the annualized average percent growth in population, based on growth in dwelling units forecast in the SANBAG Nexus Study for the urbanized portions of the County. Where Nexus Study data were unavailable, local input into the 2004 RTP was used. Alternative 3 differs from alternative 2 in that it more closely reflects local input versus regional growth expectations.
4. 2004 RTP Retail Employment Growth: This approach uses the annualized average percent growth in retail employees forecast to the year 2030 by SCAG in the 2004 RTP. The logic of this scenario is that retail employment is a key indicator of retail sales.
5. Nexus Study / Local Input 2004 RTP Retail Employment Growth: This approach uses the annualized average percent growth in retail employees forecast in the Nexus Study for the urbanized portions of the County. Where Nexus Study data was unavailable, local input into the 2004 RTP was used. Alternative 5 differs from alternative 4 in that it more closely reflects local input versus regional growth expectations.

6. Per Capita Revenue Growth Times Population Growth: This approach used the past five years of historical per capita revenue (FY2001-2006) for each geographic subarea to calculate an annualized average percent growth rate in per capita revenue. The annualized average percent growth rate was then multiplied by the annualized average population growth percentage derived from the Nexus Study / Local Input into the 2004 RTP for each geographic subarea. The result is an average annualized growth rate that considers both the historical growth in per capita revenue and the growth in population.

Staff presented the allocation alternatives to Dr. Husing for comment and review. Dr. Husing and staff mutually agreed that alternative 6 provides the best technically defensible methodology for allocating Measure I 2010-2040, for purposes of strategic planning. The allocation of Measure I by subarea using alternative 6 is included as Attachment A to this agenda item. The revenue is shown in 2006 dollars.

Several important points merit attention when considering the allocation scenarios presented in this agenda item. First, in this analysis, staff used the \$8 billion forecast adopted by the Board of Directors on August 2, 2006 as a control total. Thus, the allocation scenarios considered in this analysis represent a zero sum game, because the subarea allocations were always controlled to the \$8 billion. Consequently, any increase or decrease in one subarea's allocation resulted in a relative increase or decrease in the other subareas' allocations. The actual Measure I 2010-2040 distribution will depend on the changing demographics and economics of the subarea of the County. Growth or stagnation in one geographic subarea will not negatively or positively affect another subarea, as Measure I dollars are returned to the source of the geographic subarea, with the Cajon Pass revenue resulting from the 3% contribution from both the Valley and Victor Valley subareas.

Second, the largest absolute change in Measure I 2010-2040 occurred in the San Bernardino Valley and Victor Valley subareas depending on the revenue allocation alternative considered. Generally, all of the allocation alternatives produced numbers for the two regions in a range of \$200 million. The range is fairly minor in terms of absolute and percentage change given the size of the estimated Measure I 2010-2040 revenue for the San Bernardino Valley and Victor Valley. The allocation alternatives, however, produced much more significant percent changes for the smaller subareas of the county, including the Colorado River, Morongo Basin, Mountains and North Desert.

Financial Impact: This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 60907000, Agency Strategic Planning.

Reviewed By: This item is scheduled for review by the Plans and Programs Committee on November 15, 2006. The item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on October 20, 2006.

Responsible Staff: Ryan Graham
Transportation Planning Specialist

Attachment A: Estimated Revenue by Subarea (2006 \$)
Based on Allocation Scenario 6

Estimated Revenue by Subarea (\$1000s)								
Fiscal Yr	Cajon Pass	SB Valley	Col. River	Mor. Basin	Mtns.	No. Desert	V. Valley	Total Measure I
FY 10/11	\$4,360	\$124,966	\$415	\$3,162	\$2,720	\$3,808	\$16,016	\$155,447
FY 11/12	\$4,597	\$131,363	\$420	\$3,370	\$2,901	\$3,978	\$17,263	\$163,892
FY 12/13	\$4,838	\$137,865	\$424	\$3,586	\$3,089	\$4,150	\$18,577	\$172,529
FY 13/14	\$5,088	\$144,533	\$428	\$3,812	\$3,286	\$4,324	\$19,969	\$181,439
FY 14/15	\$5,316	\$150,554	\$429	\$4,026	\$3,472	\$4,477	\$21,329	\$189,603
FY 15/16	\$5,537	\$156,324	\$429	\$4,238	\$3,658	\$4,620	\$22,708	\$197,515
FY 16/17	\$5,762	\$162,158	\$428	\$4,457	\$3,850	\$4,764	\$24,153	\$205,572
FY 17/18	\$5,994	\$168,124	\$427	\$4,685	\$4,049	\$4,909	\$25,677	\$213,865
FY 18/19	\$6,078	\$169,904	\$415	\$4,801	\$4,152	\$4,931	\$26,607	\$216,887
FY 19/20	\$6,164	\$171,726	\$404	\$4,920	\$4,258	\$4,953	\$27,575	\$219,999
FY 20/21	\$6,427	\$178,438	\$404	\$5,183	\$4,488	\$5,116	\$29,380	\$229,436
FY 21/22	\$6,698	\$185,287	\$404	\$5,457	\$4,728	\$5,280	\$31,281	\$239,134
FY 22/23	\$6,973	\$192,197	\$403	\$5,739	\$4,976	\$5,444	\$33,271	\$249,003
FY 23/24	\$7,191	\$197,465	\$398	\$5,978	\$5,187	\$5,559	\$35,050	\$256,828
FY 24/25	\$7,412	\$202,760	\$394	\$6,223	\$5,404	\$5,673	\$36,903	\$264,770
FY 25/26	\$7,628	\$207,849	\$388	\$6,468	\$5,620	\$5,780	\$38,789	\$272,523
FY 26/27	\$7,849	\$213,035	\$383	\$6,722	\$5,844	\$5,889	\$40,765	\$280,487
FY 27/28	\$7,938	\$214,569	\$371	\$6,864	\$5,972	\$5,895	\$42,100	\$283,711
FY 28/29	\$8,030	\$216,146	\$360	\$7,010	\$6,103	\$5,902	\$43,486	\$287,038
FY 29/30	\$8,260	\$221,407	\$355	\$7,281	\$6,343	\$6,009	\$45,674	\$295,330
FY 30/31	\$8,492	\$226,647	\$350	\$7,557	\$6,588	\$6,114	\$47,941	\$303,689
FY 31/32	\$8,731	\$231,989	\$344	\$7,842	\$6,841	\$6,220	\$50,316	\$312,285
FY 32/33	\$8,976	\$237,436	\$339	\$8,138	\$7,104	\$6,328	\$52,804	\$321,124
FY 33/34	\$9,229	\$242,986	\$334	\$8,443	\$7,376	\$6,437	\$55,409	\$330,214
FY 34/35	\$9,488	\$248,643	\$329	\$8,760	\$7,657	\$6,546	\$58,137	\$339,561
FY 35/36	\$9,782	\$255,129	\$325	\$9,113	\$7,971	\$6,676	\$61,167	\$350,164
FY 36/37	\$9,912	\$257,255	\$315	\$9,317	\$8,155	\$6,691	\$63,242	\$354,887
FY 37/38	\$10,044	\$259,374	\$306	\$9,524	\$8,342	\$6,705	\$65,380	\$359,675
FY 38/39	\$10,355	\$266,059	\$302	\$9,905	\$8,681	\$6,836	\$68,766	\$370,905
FY 39/40	\$10,677	\$272,888	\$298	\$10,300	\$9,034	\$6,969	\$72,321	\$382,487
Total	\$223,829	\$6,045,076	\$11,323	\$192,880	\$167,849	\$166,987	\$1,192,056	\$8,000,000
% Share	2.80%	75.56%	0.14%	2.41%	2.10%	2.09%	14.90%	

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: December 20, 2006

Subject: Fund Estimate (FE) for the 2006 State Transportation Improvement Program (STIP) Augmentation

Recommendation:* Receive report on the 2006 STIP Augmentation FE and adoption schedule.

Background: Proposition 1B, the Highway, Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, was approved by voters on November 7, 2006. This Act authorizes \$2 billion in general obligation bond proceeds to be available for projects in the STIP. These funds will be deposited in the newly created Transportation Facilities Account (TFA) and will be available for the STIP when appropriated by the Legislature.

Because of funding constraints in the 2006 STIP, many projects statewide were either removed from the STIP or delayed to later years when funds would be available. In San Bernardino County, Segment 5 of the I-215 North project through San Bernardino was deprogrammed by the California Transportation Commission in approval of the 2006 STIP. Rather than wait for the 2008 STIP, the CTC has initiated a special STIP development cycle to augment the 2006 STIP. This will allow not only those projects that were either deprogrammed or delayed in the past to move forward but will also give an opportunity to add new projects to the STIP.

The CTC is scheduled to adopt the FE for the 2006 STIP Augmentation at its meeting on December 13, 2006. The draft FE identifies \$2.2 billion of additional

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Approved
Plans and Programs Policy Committee

Date: December 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

programming capacity available statewide in this augmentation. Of this, \$815 million is from the Public Transportation Account, which is a trust fund for transportation planning and mass transportation purposes, leaving \$1.4 billion available statewide for highway and road projects. Because these proceeds are from bond proceeds, all of the new funds will be state-only funds.

Attachment 1 shows the current programming for San Bernardino County totaling about \$453 million in the 2006 STIP. San Bernardino County receives 4.69% of the statewide total of new programming capacity, or \$105.6 million. Because \$64 million was left unprogrammed during the 2006 STIP cycle, the FE shows a net share of \$169.7 million for San Bernardino County. Of this, \$38.2 million may only be available for PTA-eligible projects. Unlike STIP cycles in the recent past, this augmentation does not prescribe annual programming targets, therefore projects may be programmed in the year they are expected to be delivered. As stated previously, the availability of bond proceeds will be subject to annual appropriations by the Legislature, however the CTC expects the Legislature will consider the annual programming in making those appropriations.

The Regional Transportation Improvement Program (TIP) is to be submitted to the CTC by April 2, 2007, and final CTC adoption of the 2006 STIP Augmentation is scheduled for June 7, 2007. Staff is beginning development of programming and scheduling priorities for the 2006 STIP Augmentation and will be presenting recommendations to the Policy Committees and Board in January and February 2007, respectively. The final 2006 STIP recommendations will be presented to the Board for approval in March 2007 for submission to the CTC. The complete schedule is included as Attachment 2.

It is important to note that the CTC plans to adopt the program of projects for the Corridor Mobility Improvement Account (CMIA) on March 1, 2007. The results of that decision will likely have an effect on the programming decisions for the STIP Augmentation.

- Financial Impact:** This item is consistent with the adopted FY 2006-2007 budget. TN50007000
- Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on December 20, 2006.
- Responsible Staff:** Ty Schuiling, Director of Planning and Programming

ATTACHMENT 1: RECAP OF 2006 - 2011 STIP

(\$ in thousands)

	Regional Improvement Program	Transportation Enhancements	AB2928	South Coast CMAQ (HOV)	STP	Measure I Maj. Proj.	DEMO	ITIP	Other	Project Total
1	REVENUE AVAILABLE THROUGH 2006 STIP CYCLE									
2	Revenue Available through 2004 STIP Cycle	\$19,063								
3	2006 STIP Regional Improvement Program/Transportation Enhancements	\$5,423								
4	Less Lapsed Funds/Allocated Funds through June 2006	(\$7,342)								
5	Voted/Completed Projects No Longer in STIP through June 2005									
6	Total Available	\$17,144								

PROGRAMMED COMMITMENTS

8	Planning, Programming, & Monitoring Reserve (FY06/07 - FY10/11):	\$2,916								\$2,916
9	Planning, Programming, & Monitoring AB3090 Reimbursement (FY03/04):	\$632								\$632
10	Planning, Programming, & Monitoring SR-210 (30) Corridor (Design, ROW):	\$114,371				\$35,681				\$150,052
11	SR-210 (30) Corridor (Segment 11/4-215 Const):	\$32,967				\$22,000				\$54,967
12	SR-210 (30) Corridor (Segment 11/4-215 Const):	\$256,862	\$25,000	\$90,432	\$76,425	\$110,474	\$2,063		\$56,500	\$617,756
13	I-215 North Corridor:							\$51,127	\$1,760	\$78,730
14	I-15 Northbound Widening Phase 2:	\$25,843						\$68,997		\$84,447
15	SR-138 Widening from I-15 to County Line (ROW and Const):	\$15,450						\$4,000	\$6,000	\$14,000
16	US-395 Widening from I-15 to S.R. 58 (PA&ED):	\$4,000								\$14,088
17	Transportation Enhancements (TE) Reserve:									\$660
18	Colton/San Bernardino Bike Lane:	\$14,688								
19	Fontana PE Inland Empire Trail:	\$660								
20	TOTAL:	\$453,041	\$25,000	\$90,432	\$76,425	\$168,155	\$2,063	\$124,124	\$64,260	\$1,020,644
21	Total Unprogrammed Share Balance from 2006 STIP:	\$64,107								
22	2006 STIP Augmentation Regional Improvement Program (Non-PTA):	\$67,419								
	2006 STIP Augmentation Regional Improvement Program (PTA):	\$38,194								
		\$169,720								

NOTES (by line number):

- Programming for FY 06/07 and FY 07/08 represents 1 percent set-aside for planning, programming, and monitoring activities out of the statutorily authorized 5 percent of the total RIP funds available. Programming for FY 08/09 - FY10/11 represents 1.1 percent set-aside.
- An AB 3090 reimbursement was approved by the CTC in April 2004 so that costs incurred in FY 03/04 for PPM activities can be reimbursed by the STIP in FY 07/08.
- See Item 29 below. "Other" represents deprogrammed funds for Segment 5.
- Project was granted a one year allocation deadline extension to June 30, 2007. If funds are not allocated before that date, they will be lost from the County Share.
- During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments.

ATTACHMENT 2

2006 STIP Augmentation Schedule

December 13, 2006	CTC adopts the 2006 STIP Augmentation Fund Estimate
January 2007	Staff presents Proposed 2006 STIP Augmentation to Major Projects, Plans and Programs, and Mountain/Desert Committees for information
February 7, 2007	Staff presents Proposed 2006 STIP Augmentation to Board for information
February 2007	Staff presents 2006 STIP Augmentation to Major Projects, Plans and Programs, and Mountain/Desert Committees for recommendation
March 7, 2007	Staff presents 2006 STIP Augmentation to Board for approval
April 2, 2007	Final STIP submittals due to CTC
April 25, 2007	CTC conducts South STIP Hearing
May 17, 2007	CTC Staff recommendations on the 2006 STIP Augmentation candidates
June 7, 2006	CTC adopts the 2006 STIP Augmentation

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: December 20, 2006

Subject: Agreement between the BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and the San Bernardino Associated Governments (SANBAG) for construction and maintenance of a new grade separation at State Street/University Parkway

Recommendation:* Approve Construction and Maintenance Agreement R07151 between BNSF Railway Company, the City of San Bernardino, the County of San Bernardino and SANBAG to specify BNSF contribution towards funding the project, local agency responsibilities for construction and maintenance of a new grade separation, and acquisition of easements required to construct and maintain the grade separation as outlined in the Financial Impact Section.

Background: The State Street/University Parkway Grade Separation project is one of five grade separation projects funded by AB 2928 funding (TCRP). This agreement specifies that BNSF will make a 10% contribution towards the project upon completion of construction. The agreement also specifies that SANBAG will construct the new grade separation over BNSF property and will then transfer the completed project to the City and County of San Bernardino. Provisions are set forth detailing responsibilities for SANBAG during construction and responsibilities between the City and County of San Bernardino for ongoing maintenance of the bridge and the attachments to the bridge, such as lighting after construction is complete.

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Approved
Plans and Programs Committee

Date: December 20, 2006

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

In order to construct the new grade separation bridge, SANBAG will acquire from BNSF both a temporary construction easement to give the contractor area to utilize equipment to construct the bridge, and a permanent easement for the new bridge as it spans over BNSF tracks and has foundations which are located on BNSF property. Upon completion of construction, the permanent easement will be transferred to the County. These easements are included within the agreement and its attachments.

The agreement also recognizes that SANBAG will reimburse BNSF for their costs incurred during construction. These costs include the work BNSF will perform in the relocation of a track signal near the bridge which needs to move due to inadequate sight distance, flagging and inspection time by BNSF personnel to control the movement of trains on their tracks while construction operations are taking place, and removal of the existing at grade crossing.

Financial Impact: There will be a contribution of \$1,884,281 by BNSF to SANBAG upon completion of the project. SANBAG will pay BNSF \$89,250.00 for a Temporary Construction Easement and \$70,750.00 for a permanent easement for the construction of the new bridge over BNSF right of way. SANBAG also agrees to reimburse BNSF for their costs during construction which include a track signal relocation, flagging and inspection time, and removal of the existing at grade crossing. These costs are estimated by BNSF to be \$644,660. This contribution and the costs will all be under task 871. The easement costs will be incurred upon execution of the agreement, the BNSF personnel costs will be incurred throughout the construction of the project, and the contribution received from BNSF will be payable to SANBAG upon completion of construction. TN 87107000

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on December 20, 2006. The item has been reviewed by Counsel.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. R07151

by and between

San Bernardino County Transportation Authority

and

BNSF Railway Company

for

Construction and Maintenance Agreement for State Street/University Parkway Grade Separation**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>1,079,621</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 1,079,621

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
87109	5554	BNSF	_____	\$ <u>1,884,281R</u>
87107	5554	TCRP	_____	\$ <u>160,000P</u>
87108	5554	TCRP	_____	\$ <u>444,660P</u>
87109	5554	TCRP	_____	\$ <u>200,000P</u>

Original Board Approved Contract Date: <u>1/3/07</u>	Contract Start: <u>1/3/07</u>	Contract End: <u>6/30/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>160,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>644,660</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 871
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**☒ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Darren Kettle**Contract Manager: **Dennis Saylor**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: R07151css-das.doc

OVERHEAD AGREEMENT

BNSF File No. 026106V
State Street/University Parkway
Grade Separation
U.S. D.O.T. No. 026106V

This Agreement ("Agreement"), is executed to be effective as of this _____ day of _____, 2006 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), the CITY OF SAN BERNARDINO, a body corporate and politic of the State of California ("CITY"), the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("COUNTY"), and the SAN BERNARDINO ASSOCIATED GOVERNMENTS, a body corporate and politic of the State of California, hereinafter referred to as ("SANBAG").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the County of San Bernardino, California.

WHEREAS, CITY, COUNTY, and SANBAG propose to construct a railroad overhead structure and roadway on new alignment located approximately 312 feet southeasterly measured along the centerline of BNSF's Main Track #1 to carry State Street/University Parkway traffic over and across BNSF's "Rail Corridor" and tracks by means of a 4-span concrete structure to be known as the State Street/University Parkway Grade Separation (P.U.C. No. 2-76.6-A), DOT No. 026106V, with the abutments and bents to be of reinforced concrete.

WHEREAS, the existing State Street/University Parkway crossing at grade, P.U.C. No. 2-76.6, will be permanently removed as part of this project. The existing DOT No. 026106V shall be amended to cover the new State Street/University Parkway Grade Separation.

WHEREAS, the Public Utilities Commission of the State of California ("Commission") by Order Decision (D.) 03-01-071, dated January 30, 2003 authorized the construction of the State Street/University Parkway Overhead Grade Separation and by Resolution TED - 206 dated November 29, 2005 granted a three year extension from March 1, 2006 to March 1, 2009 to exercise the authority granted by Decision (D.) 03-01-071.

WHEREAS, CITY, COUNTY, and SANBAG agree that SANBAG will design and construct the State Street/University Parkway Grade Separation with the CITY and COUNTY assuming ownership and maintenance responsibility upon completion of construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK

1. The term "Project" as used herein includes any and all work related to the construction of the State Street/University Parkway Grade Separation, (hereinafter referred to as the "Structure"), and the removal of the existing State Street/University Parkway crossing at grade, P.U.C. No. 2-76.6, more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II - BNSF OBLIGATIONS

IN CONSIDERATION of the covenants of the CITY, COUNTY and SANBAG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon SANBAG's payment to BNSF of the sum of EIGHTYNINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$89,250.00), BNSF shall grant to SANBAG, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's Rail Corridor described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said rail corridor;
- (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with CITY'S or COUNTY'S use of the Structure;
- (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with CITY'S or COUNTY'S use of the Structure.

The Temporary Construction License shall be in the form attached hereto as Exhibit B and by this reference made a part hereof, and shall be for a term beginning on the Effective Date thereof and ending on the earlier of (i) completion of the Structure, or (ii) thirty six (36) months following the Effective Date. The Temporary Construction License and related rights to be given by BNSF to SANBAG shall be without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words therein contained. The Temporary Construction License shall be for construction of the Structure and for no other purpose. SANBAG acknowledges and agrees that SANBAG shall not have the right, under the Temporary Construction License, to use the Structure. In the event SANBAG is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor, BNSF will not be liable to SANBAG for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to SANBAG pursuant to the Temporary Construction License.

Upon payment to BNSF of the additional sum of SEVENTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$70,750.00), such payment to be made within thirty (30) days of the giving of the notice required pursuant to Article III, Section 15 of this Agreement, BNSF shall deliver to SANBAG, its successors and assigns, a perpetual easement to enter upon and use that portion of BNSF's Rail Corridor described therein as is necessary to use and maintain the Structure. The Easement shall be in the form attached hereto as Exhibit B-1 and by this reference made a part hereof.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of SANBAG, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services necessary for the safety of BNSF's property and the

operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof,

- (c) Furnishing engineering and inspection as required in connection with the construction of the Project and;
 - (d) Removal and relocation of Intermediate Eastbound Signal 762 for Main 1 and Intermediate Eastbound Signal 764 for Main 2 to the west side (railroad direction) of the Structure;
 - (e) Removal of the automatic warning device signals from the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) and obliteration of said at-grade crossing between the rails and to two feet outside thereof.
3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.
4. SANBAG agrees to reimburse BNSF for work of an emergency nature caused by SANBAG or SANBAG's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of SANBAG and SANBAG agrees to fully reimburse BNSF for all such emergency work.
5. BNSF may charge SANBAG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
6. During the construction of the Project, BNSF will send SANBAG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Pursuant to the California Prompt Payment Act, CALIFORNIA CODES, GOVERNMENT CODE, SECTION 927-927.12, SANBAG must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of SANBAG's receipt of the invoice for such work. Upon completion of the Project, BNSF will send SANBAG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. If SANBAG fails to make payment of a BNSF invoice within said forty-five (45) days, SANBAG shall pay a penalty at a rate of 1 percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent pursuant to Section 927.6 (b) of said Government Code.

ARTICLE III – SANBAG OBLIGATIONS

In consideration of the covenants of CITY, COUNTY and BNSF set forth herein and the faithful performance thereof, SANBAG agrees as follows:

1. SANBAG must furnish to BNSF, CITY and COUNTY plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications with the railroad clearances expressed in **English Units**, must be submitted to BNSF, CITY and COUNTY for approval prior to commencement of any construction. BNSF will give SANBAG final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall

not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. SANBAG must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. SANBAG must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. SANBAG must construct the Project as shown on the attached Exhibit A and do all work ("SANBAG's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. SANBAG must furnish all labor, materials, tools and equipment for the performance of SANBAG's Work. The principal elements of SANBAG's Work are as follows:

- (a) Preliminary and final Engineering;
- (b) Design and the Construction of the Structure;
- (c) Install and remove a temporary construction fence along BNSF's southerly (BNSF direction) right of way line between the existing grade crossing and the new overpass;
- (d) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Acquire all properties required to construct the Project and maintain the Structure;
- (g) Application of the Commission's Crossing Number 2-76.6-A and D.O.T. Crossing Number 026106V in a conspicuous location on the Structure;
- (h) Removal and obliteration of those portions of the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) from a line measured from two feet outside the rails to BNSF's property lines and;
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

5. SANBAG's Work must be performed by SANBAG or SANBAG's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

6. SANBAG must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, SANBAG must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

7. SANBAG or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in English Units) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by SANBAG's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

8. SANBAG must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Project Engineer at telephone number 909 386 4079 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to the SANBAG or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

9. SANBAG must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 5, 6, 7, 8, 10, and 11; (ii) the provisions set forth in Article V, Sections 3, 5, 6, 7, 15 and 16; and (iii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F attached hereto and by reference made a part hereof.

10. Except as otherwise provided below in this Section 10, all construction work performed hereunder by SANBAG for the Project will be pursuant to a contract or contracts to be let by SANBAG, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered

to BNSF a letter agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (d) If it is in SANBAG's best interest, SANBAG may direct that the construction of the Project be done by day labor under the direction and control of SANBAG, or if at any time, in the opinion of SANBAG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, SANBAG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, SANBAG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

- (e) To facilitate scheduling for the Project, SANBAG shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and SANBAG's contractor will establish mutually agreeable work windows for the Project. SANBAG shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

11. The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

12. SANBAG must advise the BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, SANBAG must notify BNSF's Manager of Public Projects, in writing, of the date on which SANBAG, and/or CITY and/or COUNTY and/or SANBAG's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

13. SANBAG, shall convey to County, within sixty (60) days after SANBAG'S notification of the completion date the Project, as provided for in Article III, Section 12 above, all of its right title and interest in the perpetual easement granted to SANBAG by BNSF pursuant to the provisions in Article II, Section 1 of this Agreement.

14. TO THE FULLEST EXTENT PERMITTED BY LAW, SANBAG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) SANBAG'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO SANBAG PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO SANBAG PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) SANBAG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF SANBAG OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR

INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY SANBAG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

15. SANBAG must give BNSF's Manager of Public Projects written notice to proceed ("Notice to Proceed") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from SANBAG. The Notice to Proceed must reference BNSF's file number 026106V.

ARTICLE IV – CITY AND COUNTY OBLIGATIONS

IN CONSIDERATION of the covenants of BNSF and SANBAG herein contained and the faithful performance thereof, CITY AND COUNTY agree:

1. To permit SANBAG to act as the responsible lead agency to design and construct the Project.
2. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit E, BNSF, CITY and COUNTY agree to the following terms upon completion of construction of the Project:
 - (a) BNSF will own and, at its sole cost and expense, maintain its roadbed, tracks, railroad drainage, and all other railroad facilities;
 - (b) COUNTY will own that portion of the Structure that is located over BNSF's property and within the COUNTY's jurisdiction, the highway approaches, and appurtenances thereto, lighting and drainage;
 - (c) COUNTY will maintain the entire Structure including CITY'S portion, the highway approaches, and appurtenances thereto, and drainage with the exception noted for lighting in (e) below; and will maintain the Commission's Crossing Number 2-76.6-A and D.O.T. Crossing Number 026106V as applied during construction of the Project. CITY shall reimburse COUNTY for the cost to maintain that portion of the bridge that is located within CITY'S ownership of the Structure;
 - (d) CITY will own that portion of the Structure that is located south (BNSF direction) compass northeasterly of BNSF's southerly property line and within the CITY's jurisdiction, and will reimburse COUNTY for the cost for maintaining the CITY'S portion of the Structure, the highway approaches, and appurtenances thereto, and drainage with the exception noted for the lighting in (e) below;
 - (e) COUNTY and CITY agree that CITY will maintain all of the lighting for the entire Structure. COUNTY shall reimburse CITY for the cost to maintain that portion of the lighting, including energy costs, that is located within COUNTY'S ownership of the Structure.
 - (f) CITY and COUNTY will, at their sole cost and expense, arrange for the removal of graffiti on that portion of the Structure which is located within their respective jurisdictions;
 - (g) It is understood by CITY and COUNTY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;

- (h) Upon request from BNSF, COUNTY shall remove all trash and debris associated with the Structure from BNSF's property;
- (i) If CITY and/or COUNTY (including their contractors and agents) or BNSF, on behalf of CITY and/or COUNTY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then CITY and/or COUNTY or their contractors and/or agents must procure and maintain insurance coverage as contained in said Exhibit C-1 as the same may be revised from time to time.
- (j) In lieu of providing a Railroad Protective Liability Policy, CITY and/or COUNTY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to CITY and/or COUNTY or its contractors. The limits of coverage are the same as above and;
- (k) CITY and/or COUNTY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. CITY and COUNTY shall, upon SANBAG'S notice of the completion date of the Project pursuant to Article III, Section 12, vacate that portion of Street/University Parkway to public travel that will no longer be used by the traveling public due to the realignment of the roadway, reserving unto CITY and COUNTY the right to retain existing utilities and install future utilities. CITY and COUNTY also reserve the right to grant private parties ingress and egress over the vacated roadway with the exception that no right of ingress or egress shall be granted over BNSF'S Rail Corridor. Any new utilities proposed for installation over or under BNSF'S Rail Corridor must be covered by a separate license agreement between the owner of the utility and BNSF.

4. City will grant BNSF, as a part of this Agreement, a permanent, non exclusive, right of entry over that portion of State Street/University Parkway that will no longer be used by the traveling public between its point of intersection with the realigned roadway and BNSF's southerly property line (BNSF direction) compass northeasterly for use by BNSF as ingress and egress to its Rail Corridor for maintenance purposes as shown on said Exhibit A..

5. Subject to the restrictions imposed by Article V, Section 15 below, CITY and/or COUNTY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor for maintenance purposes. If the construction work hereunder is contracted, CITY and/or COUNTY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C, Exhibit C-1 and Exhibit F, as the same may be revised from time to time. CITY and/or COUNTY will be responsible for its contractor(s) compliance with such obligations.

6. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE

STRUCTURE BY CITY, OR (V)AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

7. TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) COUNTY'S BREACH OF THE EASEMENT GRANTED TO COUNTY PURSUANT TO ARTICLE II OF THIS AGREEMENT, COUNTY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR, (V) ANY RIGHTS OR INTERESTS GRANTED TO COUNTY PURSUANT TO THE EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) COUNTY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY COUNTY, OR (VII)AN ACT OR OMISSION OF COUNTY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY COUNTY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

ARTICLE V - JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.
3. SANBAG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the

labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any SANBAG employee, CITY employee, or COUNTY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the event SANBAG, CITY or COUNTY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) SANBAG (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) SANBAG (or any of its contractors), prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by SANBAG or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

SANBAG Director of Freeway Construction
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Fax: (909) 388-2002.

6. SANBAG's or any CITY or COUNTY employee, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on the BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF's PPE requirements include: a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. SANBAG must supervise and inspect the operations of all SANBAG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by SANBAG personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until SANBAG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify SANBAG Director of Freeway Construction for appropriate corrective action.

8. The Project funding is contemplated to come from state and local sources. Therefore BNSF will be required to contribute to the cost of construction of the Project, pursuant to Section 1202.5 (d) of the Public Utilities Code. The Project's cost for the purpose of determining cost apportionment is estimated to be \$18,842,811, hereinafter referred to as "Estimated Cost" as shown on Exhibit G attached hereto and made a part hereof.

9. BNSF's share of the Estimated Cost, hereinafter referred to as "BNSF's Share", shall be a Fixed Not To Exceed Amount of \$1,884,281. BNSF's share has been determined to be 10% of the calculated amount of the Project that is apportioned to BNSF being 69% of the Estimated Cost in the amount of \$27,195,700.
10. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 12 with the date of BNSF's payment conditioned upon SANBAG furnishing BNSF sufficient advanced notification of the Project's completion date and a current estimate of the Project's final cost to enable BNSF to include BNSF's estimated Share in a subsequent Budget Year. BNSF's cut off date for its next years Capital Budget is August 31st.
11. SANBAG agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.
12. Notwithstanding the provisions of Sections 8 and 9 of this Article V, which contemplate the use of non Federal-aid funds for construction of the Project, if any Federal funds are used by SANBAG to finance the Project, BNSF will not be required to contribute to the Project's cost pursuant to the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1.
13. Pursuant to this section and Article II, Section 6 herein, SANBAG must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.
14. All expenses detailed in statements sent to SANBAG pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
15. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.
16. Subject to the restrictions imposed by Article V, Section 15 above, the construction of the Project will not commence until SANBAG gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 026114M. and must state the time that construction activities will begin.
17. Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in English Units). BNSF will also accept a marked up paper copy of the bridge plans labeled "**As Built**". The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.
18. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i)

the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and CITY and/or COUNTY in such shares as may be mutually agreed to by the parties hereto. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

19. CITY and/or COUNTY may, at CITY and/or COUNTY'S sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's Rail Corridor to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

20. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

21. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

22. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

23. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

24. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

25. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, CITY, COUNTY and SANBAG with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

26. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects
740 E. Carnegie Drive
San Bernardino, CA. 92408
Fax: 909 386 4479

SANBAG:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn. Director of Freeway Construction
Fax 909 388 2002

City of San Bernardino

City of San Bernardino
Attention: Mark Lancaster
Deputy Director / City Engineer
300 North D Street
San Bernardino, CA. 92418
Fax No: (909) 384-5573

County of San Bernardino

Department of Transportation
Attention: Mr. Patrick J. Mead, Director
825 East 3rd. Street
San Bernardino, CA. 92415-0835
Fax No.: (909) 387 8130

[Signature Page to Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____
Printed Name: Greg Fox
Title: Vice President Engineering

WITNESS:

CITY OF SAN BERNARDINO

By: _____
Patrick J. Morris
Its Mayor

APPROVED AS TO FORM:

James F. Penman, City Attorney

By: _____

Date: _____

COUNTY OF SAN BERNARDINO

By: _____
Bill Postmus, Chairman
Board of Supervisors

**SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD**

Dena Smith, Clerk of the Board
of Supervisors

By: _____
Deputy

APPROVED AS TO LEGAL FORM

Charles Scolastico, County Counsel
San Bernardino County, California

By: _____
Deputy

Date: _____

[Signatures continued next page]

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Printed Name: Dennis Hansberger
Title: President - Board of Directors

APPROVED AS TO FORM:

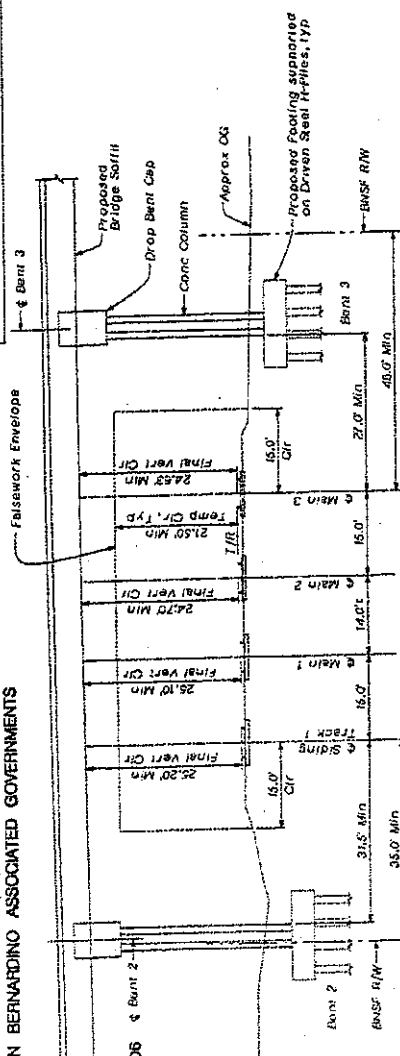
Jean-Rene Basie
SANBAG Counsel

State Street/University Parkway November 29, 2006

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
 BNSF RAILWAY COMPANY
 AND
 CITY OF SAN BERNARDINO
 AND
 COUNTY OF SAN BERNARDINO
 AND
 SAN BERNARDINO ASSOCIATED GOVERNMENTS

SCALE: AS NOTED
 DATE: October 23, 2006
 California Division
 Cajon Subdivision
 DOT No. 026108V
 P.U.C. No. 2-768-A
 BNSF MP: 76.66

Falsework Envelope



SECTION A-A
 1"=20'

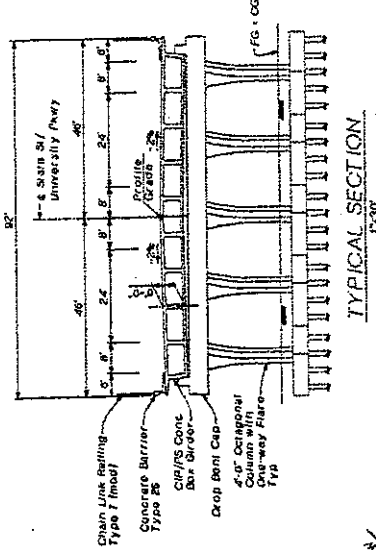
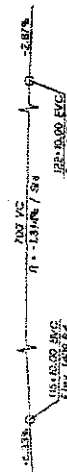


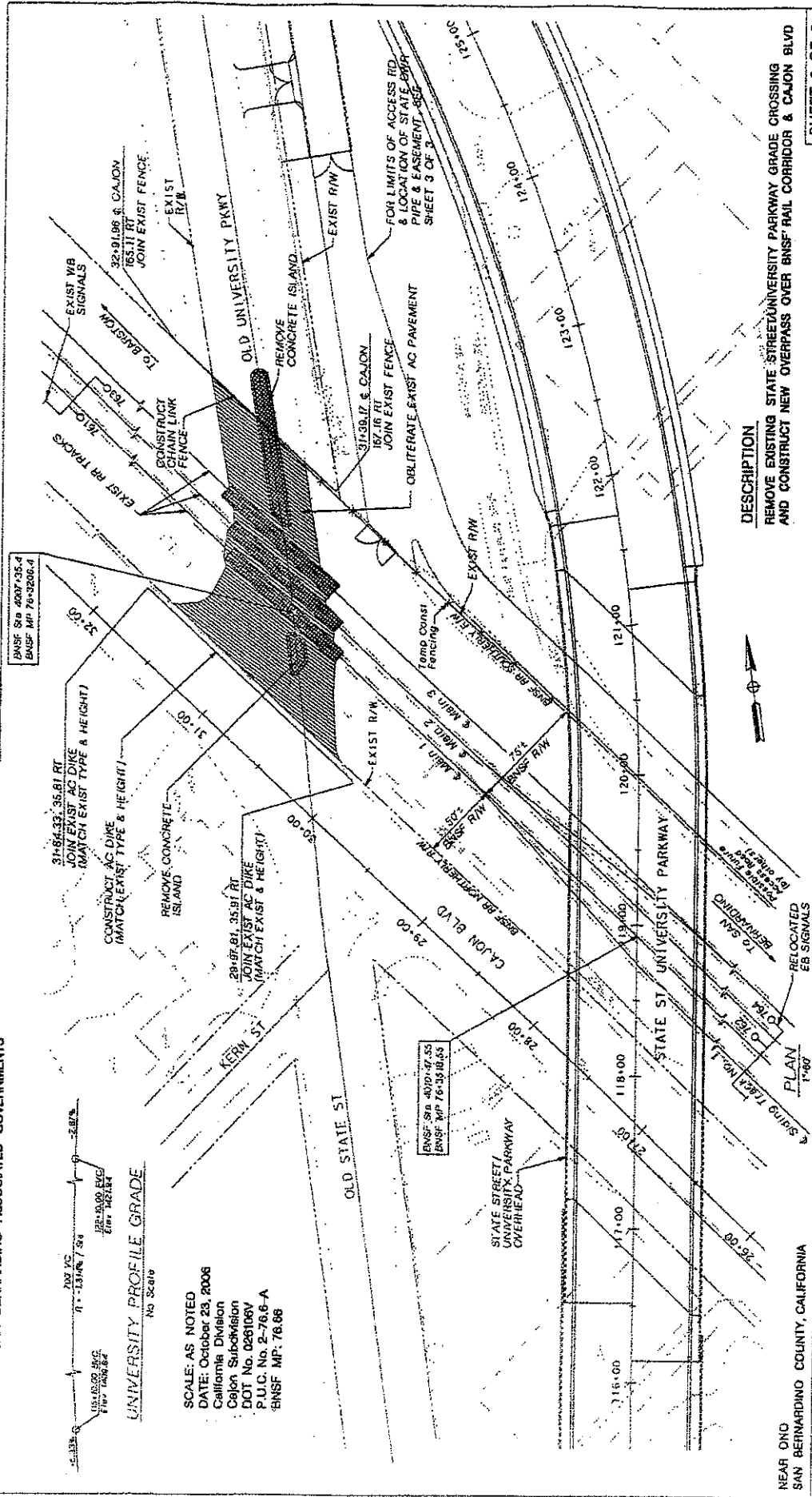
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SAN BERNARDINO
AND
COUNTY OF SAN BERNARDINO
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

UNIVERSITY PROFILE GRADE
No Scale



SCALE: AS NOTED
DATE: October 23, 2008
California Division
Cajon Subdivision
DOT No. 028106V
P.U.C. No. 2-76.6-A
BNSF MP: 76.68



DESCRIPTION

REMOVE EXISTING STATE STREET/UNIVERSITY PARKWAY GRADE CROSSING AND CONSTRUCT NEW OVERPASS OVER BNSF RAIL CORRIDOR & CAJON BLVD

SHEET 2 OF 3

NEAR OND
SAN BERNARDINO COUNTY, CALIFORNIA

PLAN
1"=60'

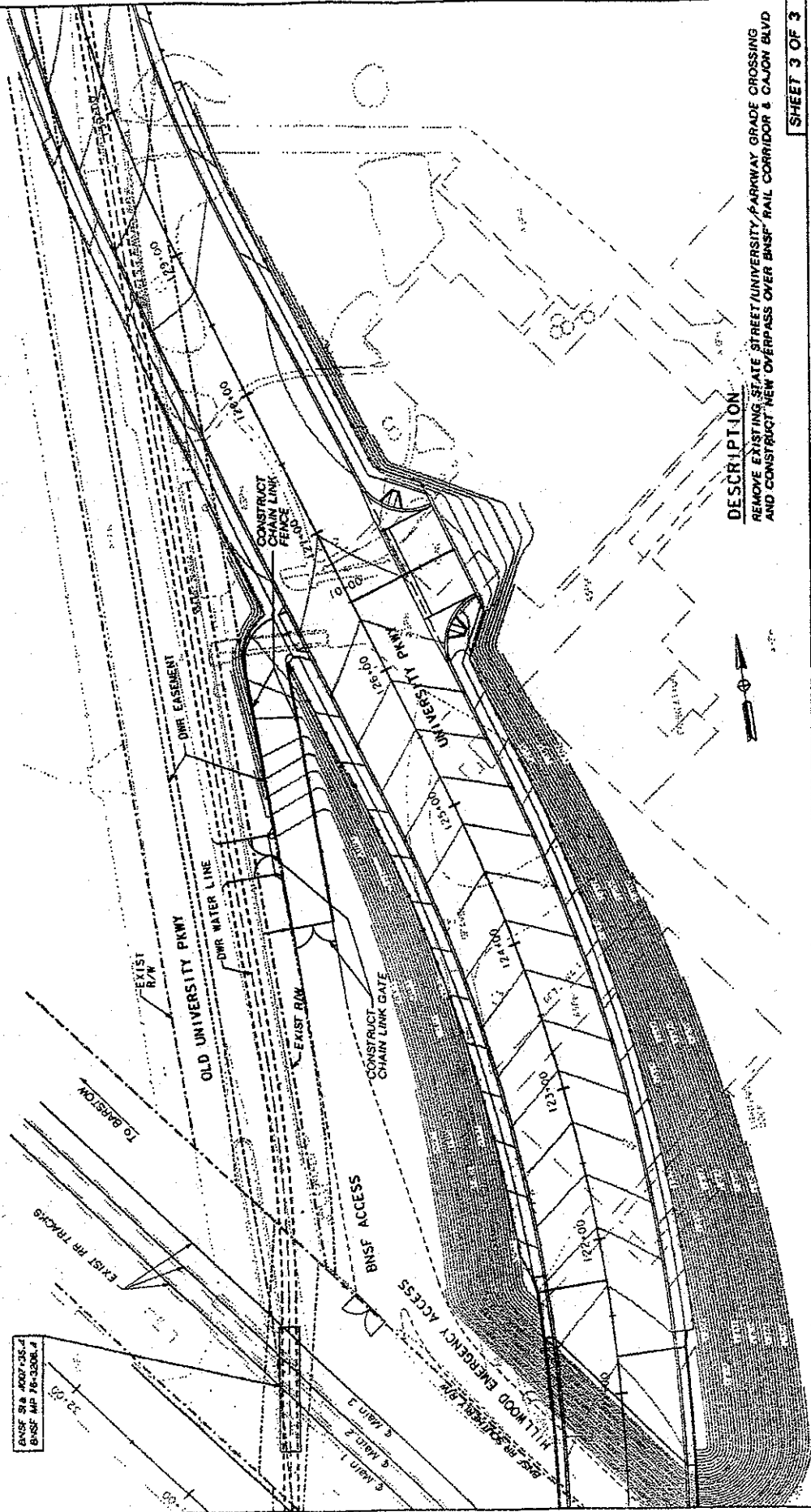


EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SAN BERNARDINO
AND
COUNTY OF SAN BERNARDINO
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

SCALE: 1" = 60'
DATE: October 23rd, 2006
California Division
Cajon Subdivision
DOT No. 026106Y
P.U.C. No. 2-76.6-A
BNSF MP: 76.66

BNSF SR 4007-35.4
BNSF MP 76-3208.4



DESCRIPTION

REMOVE EXISTING STATE STREET/UNIVERSITY PARKWAY GRADE CROSSING
AND CONSTRUCT NEW OVERPASS OVER BNSF RAIL CORRIDOR & CAJON BLVD

SHEET 3 OF 3

BNSF SR 4007-35.4
BNSF MP 76-3208.4

EXHIBIT B

**TEMPORARY CONSTRUCTION LICENSE
(State Street/University Parkway)**

THIS TEMPORARY CONSTRUCTION LICENSE FOR the construction and maintenance of the new State Street/University Parkway Overhead ("Temporary Construction License") is made and entered into as of the ____ day of _____ 2006 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor"), and **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California ("Licensee").

A. Licensor owns or controls certain real property situated at or near the vicinity of San Bernardino, County of San Bernardino, State of California, at Mile Post 80+3935.09, Line Segment 7200-6, [Project # State Street/University Parkway Overhead], as described or depicted on Exhibit "A-3" attached hereto and made a part hereof (the "Premises").

B. Licensor and Licensee have entered into that certain Overhead Agreement dated as of _____ concerning improvements on or near the Premises (the "Overhead Agreement").

C. Licensee has requested that Licensor grant to Licensee a temporary non-exclusive license over the Premises in connection with the construction of the State Street/University Parkway Overhead as defined in the Overhead Agreement.

D. Licensor has agreed to grant Licensee such license, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of License.

1.1 License Purpose. Licensee shall use the Premises for such purposes as are necessary and incidental to the construction of the State Street/University Parkway Overhead as is set forth in the Overhead Agreement.

1.2 Grant. Licensor does hereby grant unto Licensee a temporary non-exclusive license ("License") over the Premises for the License Purpose and for no other purpose. The License is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Licensee may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Overhead Agreement.

1.3 Reservations by Licensor. Licensor excepts and reserves the right, to be

exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all reasonable efforts to avoid material interference with the use of the Premises by Licensee for the License Purpose.

Section 2 **Term of License.** The term of the Temporary Construction License shall be for a period of four (4) years or completion of the project, whichever occurs first.

Section 3 **No Warranty of Any Conditions of the Premises.** Licensee acknowledges that Licensor has made no representation whatsoever to Licensee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Licensor's ownership interest in the Premises. Licensee has not relied on any statement or declaration of Licensor, oral or in writing, as an inducement to entering into this Temporary Construction License, other than as set forth herein. LICENSOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO LICENSEE OR ANY OF LICENSEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. LICENSEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS TEMPORARY CONSTRUCTION LICENSE IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON LICENSOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Licensee has inspected or will inspect the Premises, and enters upon Licensor's rail corridor and property with knowledge of its physical condition and the danger inherent in Licensor's rail operations on or near the Premises. Licensee acknowledges that this Temporary Construction License does not contain any implied warranties that Licensee or Licensee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Licensor's Interest in the Premises.** LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder.

Section 5 **Improvements.** Licensee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits,

approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Licensor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Licensor, the Licensee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Licensor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Licensee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Licensee will be responsible at Licensee's sole risk to locate and make any adjustments necessary to such Other Improvements. Licensee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Licensee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Licensee must also use all reasonable methods when working on or near Licensor's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

Section 6 Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements. In the event of Licensee's failure to do so, if Licensor shall become obligated to do so, Licensee shall be liable for all costs, expenses and judgments to or against Licensor, including all of Licensor's legal fees and expenses.

Section 8 Default and Termination.

8.1 Licensor's Performance Rights. If at any time Licensee, or Licensee's Contractors, fails to properly perform its obligations under this Temporary Construction License, Licensor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Licensee's sole cost, may arrange for the performance of such work as Licensor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Licensor, or anyone or anything present on the rail corridor or property with the authority or permission of Licensor. Licensee shall promptly reimburse Licensor for all costs of work performed on Licensee's behalf upon receipt of an invoice for such costs. Licensor's failure to perform any obligations of Licensee or Licensee's Contractors shall not alter the liability allocation set forth in this Temporary Construction License.

8.2 Effect of Termination or Expiration. Neither termination nor expiration will release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by Section 9.

8.3 Non-exclusive Remedies. The remedies set forth in this Section 8 shall be in addition to, and not in limitation of, any other remedies that Licensor may have under the Overhead Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 If said described premises, or any part thereof, shall at any time cease to be used by said Licensee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Licensee fail to perform

any of the conditions herein expressed, then upon written request by the Licensor, Licensee shall immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Licensee shall restore Premises to their prior condition.

Section 10 **Liens.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises or attributable to Taxes that are the responsibility of Licensee pursuant to Section 6. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 10 or any other section of this Temporary Construction License.

Section 11 **Tax Exchange.** Licensor reserves the right to assign this Temporary Construction License to Apex Property & Track Exchange, Inc. ("Apex"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Licensor shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Licensee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Licensee may incur as a result of Licensor's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Licensee shall cooperate with Licensor with respect to this tax-deferred exchange, and upon Licensor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Overhead Agreement. Notices to Licensor under this License shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Licensor may from time to time direct by notice to Licensee.

Section 13 **Recordation.** It is understood and agreed that this Temporary Construction License shall not be recorded.

Section 14 **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Temporary Construction License shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Temporary Construction License, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Temporary Construction License is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Temporary Construction License will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Temporary Construction License a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Temporary Construction License is the full and complete agreement between Licenser and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licenser harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Temporary Construction License.

14.7 The terms of the Overhead Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this License.

Witness the execution of this Temporary Construction License as of the date first set forth above.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware
corporation

By: _____
Name: _____
Title: _____

LICENSEE:

SAN BERNARDINO ASSOCIATED
GOVERNMENTS,

By: _____
Name: _____
Title: _____

EXHIBIT "A-3"

PAGE 1 OF 3

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH,
RANGE FOUR WEST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS;

TCE PARCEL A

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH
THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF
WAY OF SAID MAIN TRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET
SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL
DESCRIPTION; THENCE NORTH $38^{\circ}55'18''$ WEST, 1792.16 FEET TO THE CENTERLINE OF
UNIVERSITY PARKWAY REALIGNMENT; THENCE NORTH $07^{\circ}56'14''$ EAST 91.04 FEET
TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS
OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A
CENTRAL ANGLE OF $0^{\circ}35'18''$ AN ARC LENGTH OF 11.81 FEET TO THE
NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD; THENCE NORTH
 $38^{\circ}55'18''$ WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT
LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF
UNIVERSITY PARKWAY SAID POINT ALSO BEING THE BEGINNING OF A
NONTANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1089.00 TO
WHICH A RADIAL LINE BEARS SOUTH $85^{\circ}48'21''$ EAST AND THE TRUE POINT OF
BEGINNING; THENCE SOUTHERLY AND PARALLEL WITH SAID CENTERLINE AND
ALONG SAID NONTANGENT CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}44'35''$ AN
ARC LENGTH OF 71.14 FEET; THENCE SOUTH $07^{\circ}56'14''$ WEST PARALLEL WITH SAID
CENTERLINE, 102.40 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY
LINE; THENCE NORTH $38^{\circ}55'18''$ WEST ALONG SAID SOUTHWESTERLY RIGHT OF
WAY LINE, 171.47 FEET TO A POINT LYING 186.00 FEET MEASURED AT RIGHT ANGLES
FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE
BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF
964.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH $82^{\circ}58'31''$ EAST; THENCE
NORTHERLY ALONG SAID NONTANGENT CURVE AND PARALLEL WITH SAID
CENTERLINE THROUGH A CENTRAL ANGLE OF
 $11^{\circ}29'49''$ AN ARC LENGTH OF 193.44 FEET TO A POINT ON SAID NORTHEASTERLY
B.N.S.F. RAILROAD RIGHT OF WAY LINE; THENCE SOUTH $38^{\circ}55'18''$ EAST ALONG
SAID NORTHEASTERLY RIGHT A WAY LINE, 198.99 FEET TO THE TRUE POINT OF
BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.52 ACRES. 22,671 FEET MORE
OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

BY:

Larry E. Barnes 2-10-06



EXHIBIT "A-3"

PAGE 2 OF 3

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH, RANGE FOUR WEST SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS;

TCE PARCEL B

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF WAY OF SAID MAIN TRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL DESCRIPTION; THENCE NORTH $38^{\circ}55'18''$ WEST, 1792.16 FEET TO THE CENTERLINE OF UNIVERSITY PARKWAY REALIGNMENT (61.00 FEET HALF-WIDTH); THENCE NORTH $07^{\circ}56'14''$ EAST 91.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ}35'18''$ AN ARC LENGTH OF 11.81 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD; THENCE SOUTH $38^{\circ}55'18''$ EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 83.68 TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH $38^{\circ}55'18''$ EAST 171.31 FEET TO A POINT LYING 186.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY; THENCE SOUTH $07^{\circ}56'14''$ WEST PARALLEL WITH SAID CENTERLINE, 171.31 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH $38^{\circ}55'18''$ WEST ALONG SAID RIGHT OF WAY LINE 171.31 FEET TO A POINT LYING 61.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY; THENCE NORTH $07^{\circ}56'14''$ EAST PARALLEL WITH SAID CENTERLINE 171.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.49 ACRES, 21,414 FEET MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

BY:

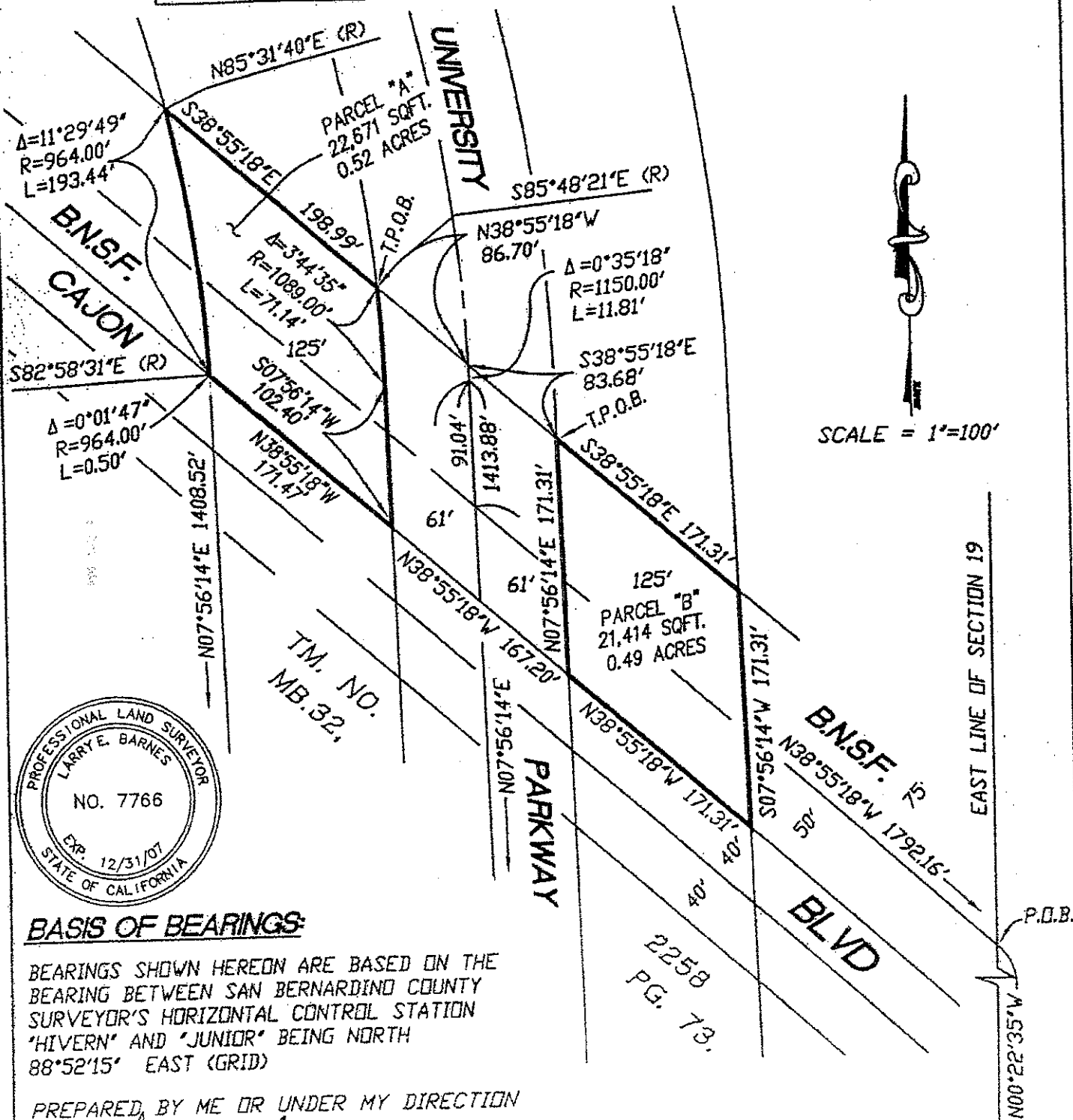
Larry E Barnes 214-06



EXHIBIT "A-3"

PAGE 3 OF 3

OWNER	ASSESSORS PARCEL NUMBER
BURLINGTON NORTHERN & SANTA FE	



BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE
BEARING BETWEEN SAN BERNARDINO COUNTY
SURVEYOR'S HORIZONTAL CONTROL STATION
'HIVERN' AND 'JUNIOR' BEING NORTH
88°52'15" EAST (GRID)

PREPARED BY ME OR UNDER MY DIRECTION

BY: Ray A. Bern 2-10-06

LARRY E. BARNES
LAND SURVEYOR, PLS. 7766
ADVANCED SURVEY CONCEPTS

DATE

19 | 20
30 | 29
T. 1 N., R. 4 W.
S.B.M.

EXHIBIT B-1

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ _____

...Computed on the consideration or value of Property conveyed, OR

...Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining Tax - Firm Name

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BNSF RAILWAY COMPANY, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor, for **SEVENTY THOUSAND SEVEN HUNDRED FIFTY and No/100 Dollars (\$70,750.00)** to it paid by **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, Grantee, and the promises of the Grantee hereinafter specified, does hereby grant unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the purpose of constructing, reconstructing, maintaining and operating an overhead Structure and for no other purpose, located at Railroad Mile Post 80.75, Line Segment 7600-2, hereinafter called Structure, over, upon and across the premises, situated in the City of San Bernardino, County of San Bernardino, State of California, being more particularly described on Exhibits "A-1" and "A-2", attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said Structure, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said Structure.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Structure shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Structure purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Structure on said premises.
5. If, during the term of this Easement, Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which are caused or which may be caused by reason of the uses authorized by such easement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the premises. To the extent permitted by California Government Code Section 14662.5, Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of such release or violation.
6. Grantor and Grantee have entered into that certain Overhead Agreement dated as of _____ concerning the Premises (the "Overhead Agreement"). The terms of the Overhead Agreement, as may be amended from time to time, are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Overhead Agreement is, for whatever reason, no longer in effect.
7. Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.
9. If said described premises, or any part thereof, shall at any time voluntarily cease to be used by said Grantee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed after notice and a reasonable opportunity to cure, then upon written request by the Grantor, Grantee shall immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Grantee shall, remove said structure and restore Railroad's premises to the condition existing prior to construction of said structure.
10. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.
11. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said **BNSF RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
David P. Schneider
General Director-
Land Revenue Management

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David P. Schneider and Patricia Zbichorski, known to me to be General Director-Land Revenue Management and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

Notary's Signature

My Commission Expires: _____

THIS IS TO CERTIFY, That San Bernardino Associated Governments hereby accepts for public purposes the real property described in the within deed and consents to the Recording thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this day of _____, 2006

Tony Grasso - Executive Director
San Bernardino Associated Governments

FORM APPROVED BY LAW

EXHIBIT "A-1"
(LEGAL DESCRIPTION)

EXHIBIT "A-1"
PAGE 1 OF 1

BEING A PORTION OF THE EAST ONE-HALF OF SECTION 19, TOWNSHIP ONE NORTH,
RANGE FOUR WEST SAN BERNARDINO MERIDAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 19 WITH
THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD. THE RIGHT OF
WAY OF SAID MAINTRACK LIES 75.00 FEET NORTHEASTERLY AND 50.00 FEET
SOUTHWESTERLY MEASURED AT RIGHT ANGLES AS DEFINED FOR THIS LEGAL
DESCRIPTION; THENCE NORTH $38^{\circ} 55' 18''$ WEST, 1792.16 FEET TO THE CENTERLINE OF
UNIVERSITY PARKWAY REALIGNMENT; THENCE NORTH $07^{\circ} 56' 14''$ EAST 91.04 FEET
TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS
OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A
CENTRAL ANGLE OF $0^{\circ} 35' 18''$ AN ARC LENGTH OF 11.81 FEET TO THE
NORTHEASTERLY RIGHT OF WAY LINE OF SAID B.N.S.F. RAILROAD SAID POINT ALSO
BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $38^{\circ} 55' 18''$ WEST ALONG
SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT LYING 61.00 FEET
MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF UNIVERSITY PARKWAY
SAID POINT ALSO BEING THE BEGINNING OF A NONTANGENT CURVE TO WHICH A
RADIAL LINE BEARS SOUTH $85^{\circ} 48' 21''$ EAST; THENCE SOUTHERLY AND PARALLEL
WITH SAID CENTERLINE AND ALONG SAID NON-TANGENT CURVE THROUGH A
CENTRAL ANGLE OF $03^{\circ} 44' 35''$ AN ARC LENGTH OF 71.14 FEET; THENCE SOUTH
 $07^{\circ} 56' 14''$ WEST PARRALLEL WITH SAID CENTERLINE, 102.40 FEET TO A POINT ON
SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH $38^{\circ} 54' 18''$ EAST ALONG
SAID SOUTHWESTERLY RIGHT OF WAY LINE, 167.20 FEET TO A POINT LYING 61.0
FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF
UNIVERSITY PARKWAY; THENCE NORTH $07^{\circ} 56' 14''$ EAST PARALLEL WITH SAID
CENTERLINE, 171.31 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE
NORTH $38^{\circ} 55' 18''$ WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY 83.68 FEET TO
THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.48 ACRES, 20,952 FEET MORE
OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

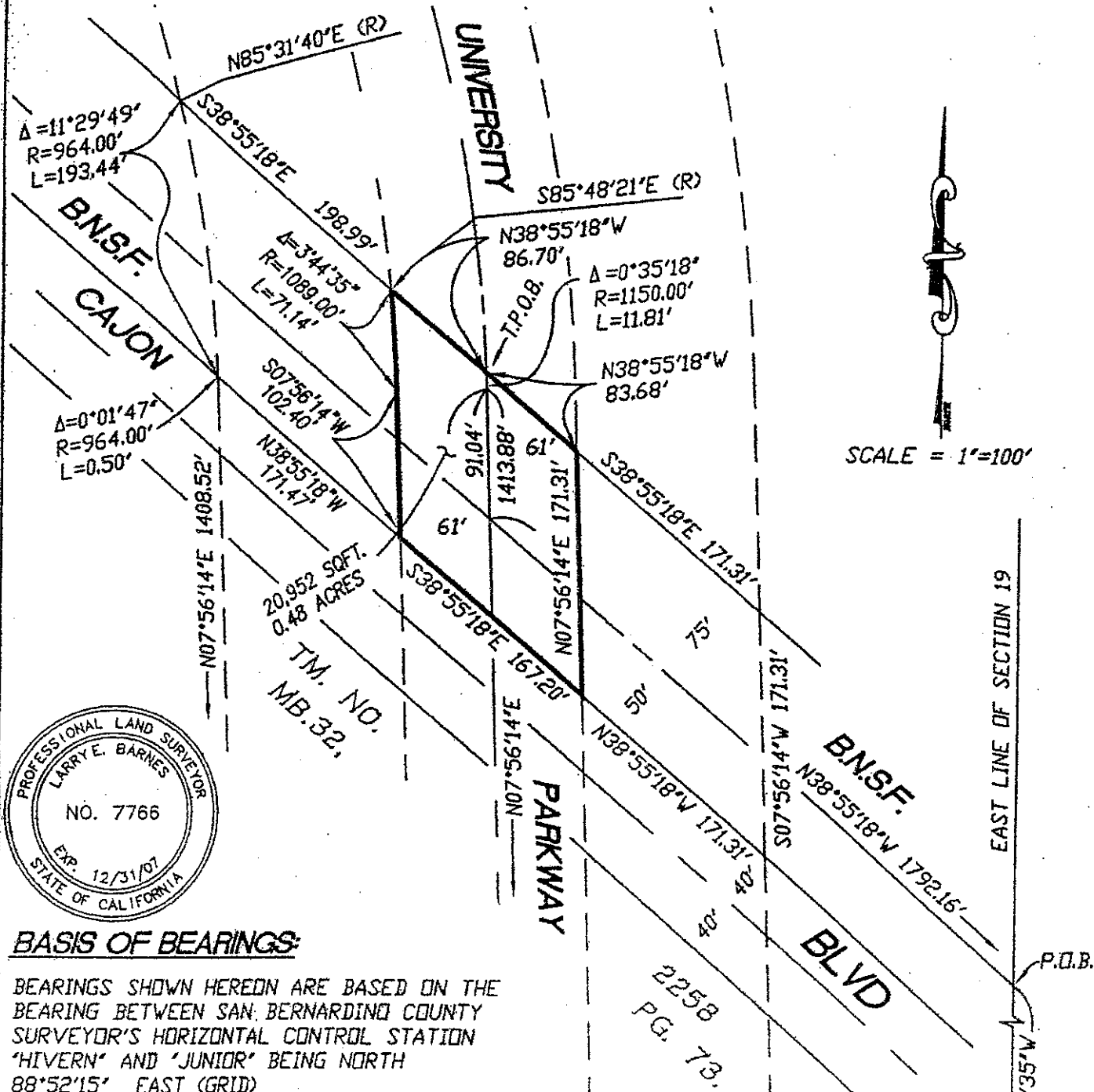
BY: Larry E Barnes 2-10-06



EXHIBIT "A-2"

PAGE 1 OF 1

OWNER	ASSESSORS PARCEL NUMBER
BURLINGTON NORTHERN & SANTA FE	



BASIS OF BEARINGS:

BEARINGS SHOWN HEREDON ARE BASED ON THE BEARING BETWEEN SAN BERNARDINO COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION 'HIVERN' AND 'JUNIOR' BEING NORTH 88°52'15" EAST (GRID)

PREPARED BY ME OR UNDER MY DIRECTION

BY: *Larry E. Barnes* 2.10.06

LARRY E. BARNES DATE
LAND SURVEYOR, PLS. 7766
ADVANCED SURVEY CONCEPTS

19 20
30 29
T. 1 N., R. 4 W.
S.B.M.

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of State Street/University Parkway Overhead.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.
- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number (909) 386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file 026114M.
- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's General Manager Michael Shircliff at telephone (909) 386 4150 Fax 909 386 4111 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15' 0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 31'-6" Horizontally from centerline of Siding 1
 - 27'-0" Horizontally from centerline of Main 3
 - 24'-7" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency) _____ and must not be undertaken until approved in writing by the Railway, and until the (Agency) _____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency) _____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across

the Railway's tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 909 386 4061) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- 1.05.03 Flagging services will be performed by qualified Railway flaggers.
- 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- 1.05.03c The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency) . The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- 1.05.03d The average train traffic on this route is 94 freight trains per 24-hour period at a timetable speed of 35 MPH and 2 passenger trains at a timetable speed of 50 MPH.

1.06 Contractor General Safety Requirements

- 1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- 1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- 1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- 1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- 1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- 1.06.06 Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be

reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. (NOTE - Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)
- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be: 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Project Engineer (909 386 4079). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the

exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St: _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.): _____
12. Treatment:
 ? First Aid Only
 ? Required Medical Treatment
 ? Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
 Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
 Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX 909 386 4843

OVERPASS EXHIBIT "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 026106V
Agency Project: State Street/University Parkway Overpass

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, with **SAN BERNARDINO ASSOCIATED GOVERNMENTS** for the performance of certain work in connection with the following project: remove the existing State Street/University Parkway grade crossing and construct a railroad overhead structure and roadway on new alignment located approximately 312 feet southeasterly measured along the centerline of BNSF's Main Track #1 to carry State Street/University Parkway traffic across BNSF's "Rail Corridor" and tracks and Cajon Boulevard by means of a 4-span concrete structure to be known as the State Street/University Parkway Overpass in the City and County of San Bernardino, CA. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **SAN BERNARDINO ASSOCIATED GOVERNMENTS** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL

EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to *Railroad* payments related to the Federal Employers Liability Act or a *Railroad* Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage

- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ California's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY

Risk Management
2400 Western Center Blvd.
Fort Worth, TX 76131

Any insurance policy must be written by a reputable insurance company acceptable to *Railroad* or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this *Agreement* has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this *Agreement*. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, *Railroad* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming *Railroad* as an additional insured, and requiring that the subcontractor release, defend and indemnify *Railroad* to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify *Railroad* herein.

Failure to provide evidence as required by this section will entitle, but not require, *Railroad* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railroad* will not be limited by the amount of the required insurance coverage.

For purposes of this section, *Railroad* means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these

arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative 909 386 4079 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us:

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: Megan T. McIntyre
Manager Public Projects

Contact Person: _____
Address _____

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

Accepted and effective this _____ day of 20__.

EXHIBIT D

Recapitulation of BNSF's Cost Estimates to do the following work:

Procurement of materials, equipment and supplies necessary for the railroad work;

Preliminary engineering, design, and contract preparation;

Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project;

Furnishing engineering and inspection as required in connection with the construction of the Project;

Removal and relocation of Intermediate Eastbound Signal 762 for Main 1 and Intermediate Eastbound Signal 764 for Main 2 to the west side (railroad direction) of the Structure and;

Removal of the automatic warning device signals from the existing State Street/University Parkway at-grade crossing (P.U.C. No. 2-76.6) and obliteration of said at-grade crossing between the rails and to two feet outside thereof.

Signal Estimate (Page 2)	\$379,203
Flagging and Inspection (Page 3)	\$227,366
Remove Crossing Main Track No. 1 (Page 4)	\$12,697
Remove Crossing Main Track No. 2 (Page 5)	\$12,697
Remove Crossing Main Track No. 3 (Page 6)	<u>\$12,697</u>
TOTAL ESTIMATED COST BNSF WORK	\$644,660

(See Estimate Details Pages 2 to 6)

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION: - ONO DETAILS OF ESTIMATE PLAN ITEM: 000119203 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

SIGNAL COST ESTIMATE FOR UNIVERSITY PKWY UNDERPASS AND THE REMOVAL OF THE EXISTING HIGHWAY CROSSING AT GRADE, M.P. 76.60, L/S 7600, CALIFORNIA DIV., CAJON SUBDIV.
MONTHLY POWER UTILITY COST CENTER: 61692
THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

***** SIGNAL WORK ONLY *****

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	70.40	MH	1,554	
PLACE RAIL - CAP	34.88	MH	708	
SIGNAL FIELD LABOR - CAP	1736.00	MH	42,213	
SIGNAL SHOP LABOR - CAP	48.00	MH	1,085	
PAYROLL ASSOCIATED COSTS			36,752	
EQUIPMENT EXPENSES			11,407	
DA LABOR OVERHEADS			41,020	
PERDIEM EXPENSES			15,190	
INSURANCE EXPENSES			7,183	
TOTAL LABOR COST			157,112	157,112

MATERIAL				

PLUG RAIL, 136# INSULATED, BONDED, 20 FT	4.00	EA X	2,784	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	8.00	KT X	424	
ELECTRICAL METER POLE	1.00	LS	1,500	
M.P. 76.57	1.00	LS	1,000	
M.P. 76.65	1.00	LS	127,038	
MATERIAL HANDLING			6,636	
USE TAX			11,517	
OFFLINE TRANSPORTATION			1,670	
TOTAL MATERIAL COST			152,569	152,569

OTHER				

AC POWER SERVICE	1.00	LS	10,000	
CONTRACT ENGR.	1.00	LS	16,886	
MACHINE RENTAL	1.00	LS	6,448	
TOTAL OTHER ITEMS COST			33,334	33,334
PROJECT SUBTOTAL				343,015
CONTINGENCIES				34,301
BILL PREPARATION FEE				1,887
GROSS PROJECT COST				379,203
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				379,203

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106V VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLAGGING AND INSPECTION FOR THE UNIVERSITY AVENUE GRADE SEPARATION PROJECT, D.O.T. NO. 026
106 V. BETWEEN VERDEMONT, M.P. 76.60 AND BASELINE, M.P. 76.62, CAJON SUBDIVISION,
SOUTHERN CALIFORNIA ENGINEERING DIVISION.

RFA NO. 59-358-06

AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

FLAGGING - BRIDGE - CAP	1925.00	MH	41,585	
PAYROLL ASSOCIATED COSTS			33,546	
EQUIPMENT EXPENSES			10,412	
DA LABOR OVERHEADS			37,443	
INSURANCE EXPENSES			6,557	
TOTAL LABOR COST			129,543	129,543

MATERIAL				

TOTAL MATERIAL COST			0	0

OTHER				

INSPECTION - CONTRACTOR / COORDINATOR	90.00	DAY	63,000	
LEASED VEHICLE	175.00	DAY	13,125	
TOTAL OTHER ITEMS COST			76,125	76,125
PROJECT SUBTOTAL				205,668
CONTINGENCIES				20,566
BILL PREPARATION FEE				1,132
GROSS PROJECT COST				227,366
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				227,366

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106VA VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

CLOSURE OF UNIVERSITY AVENUE, D.O.T. NO. 026 106 V. PRIOR TO HIGHWAY OVERPASS BEING PUT TO SERVICE BETWEEN VERDEMONT, M.P. 76.58 AND BASELINE, M.P. 76.64. CAJON SUBDIVISION, SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

- * REMOVE MAINLINE 1 CROSSING, RUBBER SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806

AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REMOVE PUBLIC CROSSING	46.97	MH	968	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
QA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207

MATERIAL				

TOTAL MATERIAL COST			0	0

OTHER				

DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334

PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64

GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0

TOTAL BILLABLE COST				12,697

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- VERDEHONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106VB VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

CLOSURE OF UNIVERSITY AVENUE, D.O.T. NO. 026 106 V. PRIOR TO HIGHWAY OVERPASS BEING PUT TO
SERVICE BETWEEN VERDEHONT, M.P. 76.58 AND BASELINE, M.P. 76.64. CAJON SUBDIVISION.
SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

- * REMOVE MAINLINE 2 CROSSING, RUBBER SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806

AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REMOVE PUBLIC CROSSING	46.97	MH	968	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
DA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207

MATERIAL				

TOTAL MATERIAL COST			0	0

OTHER				

DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334
PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64
GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				12,697

EXHIBIT D

Exhibit D
State Street/University Parkway
Page 5 of 6

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FPM ESTIMATE FOR
SANBAG

LOCATION: - VERDEMONT TO BASELINE DETAILS OF ESTIMATE PLAN ITEM: PTR026106VC VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

CLOSURE OF UNIVERSITY AVENUE, D.O.T. NO. 026 106 V, PRIOR TO HIGHWAY OVERPASS BEING PUT TO SERVICE BETWEEN VERDEMONT, M.P. 76.58 AND BASELINE, M.P. 76.64, CAJON SUBDIVISION. SOUTHERN CALIFORNIA ENGINEERING DIVISION AS FOLLOWS:

- * REMOVE MAINLINE 3, CONCRETE SURFACE AND A/C PAVING MATERIAL

RFA NO. 5935806

AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REMOVE PUBLIC CROSSING	46.97	MH	968	
SURFACE TRACK - REPLACEMENT - CAP	11.66	MH	253	
PAYROLL ASSOCIATED COSTS			984	
EQUIPMENT EXPENSES			644	
DA LABOR OVERHEADS			1,098	
PERDIEM EXPENSES			69	
INSURANCE EXPENSES			191	
TOTAL LABOR COST			4,207	4,207

MATERIAL				

TOTAL MATERIAL COST			0	0

OTHER				

DUMP FEES/HAULING/PERMITS	1.00	LS	8,334	
TOTAL OTHER ITEMS COST			8,334	8,334
PROJECT SUBTOTAL				12,541
CONTINGENCIES				92
BILL PREPARATION FEE				64
GROSS PROJECT COST				12,697
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				12,697

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____ [Name of SANBAG Here]
_____ [Address for SANBAG]

Re: Final Approval of Plans and Specifications dated _____, 20____,
drafted by _____ [insert name of architecture or
engineering firm here] (hereinafter called, the "Plans and
Specifications")

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of
the Plans and Specifications covering the construction of
_____ [insert description of the project here].

This final written approval is given to _____ [insert name of SANBAG
here] ("SANBAG") pursuant to Article III, Section 1 of that certain Overpass Agreement
between BNSF and SANBAG, dated _____, 200____. If the Plans and
Specifications are revised by SANBAG subsequent to the date set forth above, this letter
shall no longer serve as final written approval of the Plans and Specifications and
SANBAG must resubmit said Plans and Specifications to BNSF for final written
approval.

Regards,

_____ [Public Projects Manager's Name]

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. SANBAG shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, SANBAG will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, SANBAG will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, SANBAG should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's right-of-way or property, SANBAG should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. SANBAG shall reimburse BNSF for all costs of supplemental inspection services.

Form 0105 Rev. 4/14/05

State Street/University Parkway Overpass, Near Ono, CA.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

The CITY and COUNTY will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by SANBAG. Trespasser control shall be the responsibility of SANBAG. Graffiti removal will be the responsibility of the CITY and COUNTY.

BRIDGE INSPECTION:

The CITY and COUNTY will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the CITY and COUNTY will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the CITY and COUNTY will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design.

It is expressly understood by CITY and COUNTY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure, unless approved by BNSF. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

EXHIBIT G
University Pkwy./State St. Grade Separation Project
BNSF Cost Share
REVISED- 11/27/2006

No	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	1	\$5,000	\$5,000
2	071301	TEMPORARY FENCE	LF	4168	\$15	\$62,520
3	120090	CONSTRUCTION AREA SIGNS (S)	LS	1	\$15,000	\$15,000
4	120100	TRAFFIC CONTROL SYSTEM (S)	LS	1	\$46,875	\$46,875
5	129000	TEMPORARY RAILING (TYPE K)	LF	1,500	\$25	\$37,500
6	150805	REMOVE FENCE	LF	5358	\$10	\$53,580
7	150700	REMOVE PAVEMENT DELINEATION	LS	1	\$8,000	\$8,000
8	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.15' MAXIMUM)	SY	2,400	\$2	\$4,800
9	160101	CLEARING AND GRUBBING	LS	1	\$100,000	\$100,000
10	170101	DEVELOP WATER SUPPLY	LS	1	\$10,000	\$10,000
11	190101	ROADWAY EXCAVATION	CY	0	\$6	\$0
12	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	978	\$50	\$48,909
13	192037A	STRUCTURE EXCAVATION (MSE WALL)	CY	35	\$50	\$1,750
14	193003	STRUCTURE BACKFILL (BRIDGE)	CY	1,034	\$65	\$67,185
15	193013A	STRUCTURE BACKFILL (MSE WALL)	CY	42	\$50	\$2,100
16	198001	IMPORTED BORROW	CY	125,200	\$10	\$1,252,000
17	197031A	MSE Wall No. 1	SF	21,014	\$90	\$1,891,260
18	197031B	MSE Wall No. 2	SF	17,252	\$90	\$1,552,680
19	197031C	SOIL NAIL WALL No. 130	SF	1,927	\$75	\$144,525
20	197031D	SOIL NAIL WALL No. 133	SF	2,007	\$75	\$150,525
21	260201	CLASS 2 AGGREGATE BASE	CY	7,300	\$30	\$219,000
22	390102	ASPHALT CONCRETE	TON	10,500	\$45	\$472,500
23	390113	ASPHALT CONCRETE DIKE	LF	2,218	\$1	\$2,218
24	490753	FURNISH PILING (CLASS 100)	LF	5,441	\$30	\$163,220
25	490754	DRIVE PILING (CLASS 100)	EA	121.38	\$1,400	\$169,932
26	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$168,000	\$168,000
27	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	350	\$600	\$210,000
28	510053	STRUCTURAL CONCRETE, BRIDGE	CY	1750	\$750	\$1,312,500
29	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	45	\$650	\$29,250
30	510086	STRUCTURAL CONCRETE, APPROACH SLAB TYPE N(30S)	CY	351	\$650	\$228,150
31	510501A	CONSTRUCT CATCH BASIN	EA	23	\$1,000	\$23,000
32	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	36	\$600	\$21,600
33	518201	MASONARY BLOCK WALL	SF	1,850	\$35	\$65,750
34	519129	JOINT SEAL ASSEMBLY (MR=4 INCH)	LF	115	\$400	\$46,000
35	511064	FRACTURED RIB TEXTURE	SF	8451	\$4	\$33,804
36	520102	BAR REINFORCING STEEL (BRIDGE)	LB	346,550	\$1	\$346,550
37		SIGNING & STRIPING	LS	0	\$19,000	\$0
38	641101A	PLASTIC PIPE	LF	658	\$25	\$16,450
39	650014	18" REINFORCED CONCRETE PIPE	LF	372	\$45	\$16,740
40	650018	24" REINFORCED CONCRETE PIPE	LF	1,619	\$60	\$97,140
41	650022	30" REINFORCED CONCRETE PIPE	LF	145	\$80	\$11,600
42	705201A	CONCRETE FLARED END SECTION	EA	4	\$1,000	\$4,000
43	720000	ROCK SLOPE PROTECTION	CY	38	\$150	\$5,700
44	721810	SLOPE PAVING (CONCRETE)	CY	72	\$400	\$28,800
45	731510	MINOR CONCRETE (CURB, GUTTER, SIDEWALK, AND DRIVEWAY)	CY	556	\$350	\$194,600
46	750505	BRIDGE DECK DRAINAGE SYSTEM	LS	1	\$15,000	\$15,000
47	832001	METAL BEAM GUARD RAIL	LF	405	\$30	\$12,150
48	800300	CHAIN LINK FENCE	LF	4800	\$10	\$48,000
49	833032	CHAIN LINK RAILING (TYPE 7 MODIFIED)	LF	945	\$75	\$70,875
50	833140	CONCRETE BARRIER (TYPE 26)	LF	945	\$125	\$118,125
51	833142	CONCRETE BARRIER (TYPE 26 MODIFIED)	LF	1,888	\$125	\$236,000
52	200001	ROADWAY PLANTING	LS	1	\$56,000	\$56,000
53	208000	IRRIGATION SYSTEM	LS	1	\$37,500	\$37,500
54	204099	PLANT ESTABLISHMENT WORK (90 Days)	LS	0	\$3,500	\$0
55	860351	TRAFFIC SIGNAL (STATE/NOLAN/SHORT)	LS	0	\$142,000	\$0
57	860353	TRAFFIC SIGNAL (CAJON / OLD STATE)	LS	0	\$16,000	\$0
58	860353A	TRAFFIC SIGNAL INTERCONNECT	LS	0	\$20,000	\$0
59	860401	LIGHTING	LS	1	\$140,000	\$140,000

EXHIBIT G
University Pkwy./State St. Grade Separation Project
BNSF Cost Share
REVISED- 11/27/2006

No	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
SUBTOTAL ROADWAY, BRIDGE ITEMS						\$10,180,000
60	999990	MOBILIZATION	10.00%			\$1,131,111
		CONTINGENCY	5.00%			\$509,000
		UTILITIES (Sewer, Water & Misc.)	LS	1	\$250,000	\$250,000
BNSF Work						
		BNSF Signal Estimate	LS	1	\$379,200	\$379,200
		BNSF Track Estimate (Including Flagging)	LS	1	\$265,500	\$265,500
		BNSF Total Estimate				\$644,700
CONSTRUCTION PROBABLE COST WITHOUT SUPPLEMENTAL ITEMS						\$12,714,811
SUPPLEMENTAL ITEMS						
1		DISPUTES REVIEW BOARD	Estimated	-	-	\$15,000
2		EXCAVATION AND BACKFILL BELOW PIPE BEDDING	Estimated	-	-	\$15,000
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$5,000	\$5,000
4	074020	WATER POLLUTION CONTROL	LS	1	\$250,000	\$250,000
5		LEAD COMPLIANCE PLAN	LS	1	\$5,000	\$5,000
6		HAZARDOUS MATERIALS MITIGATION	LS	1	\$100,000	\$100,000
SUBTOTAL SUPPLEMENTAL ITEMS						\$390,000
CONSTRUCTION PROBABLE COST						\$13,104,811
R/W AND ENGINEERING						
		R/W ACQUISITION COSTS			*	\$2,600,000
		PRELIMINARY ENGINEERING			**	\$1,447,322
		CONSTRUCTION ENGINEERING	LS		***	\$1,690,379
SUBTOTAL R/W AND ENGINEERING						\$5,738,000
ESTIMATED GRAND TOTAL						\$18,842,811
RR SHARE						\$1,884,281
OTHER						\$0

- * ROW COST ARE CARRIED OVER FROM PR & 65%
- ** LAN'S NEGOTIATED CONTRACT
- *** ESTIMATED PERCENTAGE OF TOTAL CONSTRUCTION
- **** PLACE HOLDER FOR UNFORSEEN UTILITY COST TO BE DETERMINED

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: December 20, 2006

Subject: Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service

Recommendation:* 1. Approve Amendment No. 1 to Contract 06-050 with Gruen Associates for the development of Station Area Plans for the Proposed Redlands Passenger Rail Service, extending the time of performance to March 7, 2007 and increasing the total contract authority by \$32,240.00 for a new total not to exceed \$232,232.47, as identified in the Financial Impact Section.

2. Approve Amendment to Task 38007000 – Redlands Rail Extension, increasing the budget authority by \$32,240 for a new total of \$129,165 as identified in the Financial Impact Section.

Background: On April 5, 2006, the Board authorized the award of Contract 06-050 to Gruen Associates for the development of station area plans for the proposed Redlands passenger rail service. This work effort was to assist in addressing two of the three factors the Federal Transit Administration (FTA) is to consider for projects seeking federal assistance under the Small Starts Program. The Small Starts Program is a new capital investment program authorized by SAFETEA-LU for transit projects whose total cost will not exceed \$250 million. Grants of up to \$75 million may be awarded by the FTA. The three factors include: transit supportive land use policies, cost effectiveness and effect on local economic development.

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Approved
Plans and Programs Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

SANBAG Contract No. 060501
by and between
Bernardino Associated Governments

and
Gruen Associates
for

the development of station area plans for selected locations along the proposed
Redlands Passenger Rail Service Corridor

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>06050</u> Vendor ID <u>GA</u>	Retention: <input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes: No retention on amended amount				
Original Contract: \$ <u>199,992.47</u> Contingency Amount: \$ <u>19,992.00</u>	Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>32,240.00</u> Current Amendment Contingency: \$ <u>0</u>			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>232,232.47</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>38007000</u>	<u>6010</u>	<u>LTF Planning</u>	<u>0745</u>	\$ <u>32,240.00</u>
Original Board Approved Contract Date: <u>4/5/06</u> Contract Start: <u>4/10/06</u> Contract End: <u>12/7/06</u>				
New Amend. Approval (Board) Date: <u>1/10/07</u> Amend. Start: <u>12/7/06</u> Amend. End: <u>3/7/07</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>32,240.00</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Michael Bair			Contract Manager: Michael Bair	

Task Manager Signature	Contract Manager Signature
Date	Date

Chief Financial Officer Signature _____ Date _____

Except as amended by this Agreement, all other provisions of Contract 06-050 shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized parties have signed:

AGENCY:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

Dennis Hansberger
President

CONTRACTOR:

GRUEN ASSOCIATES

Ki Suh Park
Design and Managing Partner

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: December 20, 2006

Subject: Candidate Projects for Corridor Mobility Improvement Account (CMIA) Funding

Recommendation:* Approve San Bernardino County candidate projects for development of final submittal to the California Transportation Commission.

Background: Proposition 1B, approved by the voters of California in November 2006, provides for about \$19.9 billion in additional transportation funding within California. Of this total, \$4.5 billion is for the Corridor Mobility Improvement Account. On October 4, 2006, the SANBAG Board of Directors received a presentation on candidate projects to be considered for CMIA and other funding should Proposition 1B pass on November 7, 2006 (Attachment 1).

On November 8, 2006, the California Transportation Commission (CTC) approved the CMIA guidelines (Attachment 2) and set a deadline of January 16, 2007 for candidate project submittals. However, SANBAG was notified in late November of Caltrans' internal deadlines that necessitated input to District 8 by December 1, 2006. As noted by SANBAG's President, Supervisor Hansberger at the December 6th Board meeting, the proposed input to Caltrans (Attachment 3) was discussed in detail with the available SANBAG officers on November 27th to meet Caltrans' internal deadline. SANBAG's input was substantially the same as the information provided in a presentation to the full SANBAG Board of Directors at the October meeting. The notable difference was the removal of the I-15/I-215 (Devore) Interchange, which staff confirmed could not

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Approved
Plans and Programs Policy Committee

Date: December 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

meet the statutory construction deadline for CMIA projects. Continuing discussions with CTC staff and Caltrans management provided further clarification of the key project selection criteria: **The project must provide significant congestion relief or mobility improvement to the mainline freeway or state highway system.** For this reason, interchange projects are not competing well because their benefit is generally to arterial streets and ramp intersections rather than the freeway mainline. Staff has made the case that certain interchange improvements, particularly to those along I-10, are needed to support a subsequent mainline widening and should be considered for that reason. To date, that argument hasn't gotten much traction.

- 1) **CMIA funds will not be used to supplant local funds except under exceptional circumstances.** The only such circumstance identified thus far is I-215 North, where local funds dedicated elsewhere in the same corridor were stripped during the recent shortfalls in the State Transportation Improvement Program (STIP) in order to retain the project's position in the STIP. Staff's argument appears successful because the supplanted Measure I Valley Major Projects funds must remain dedicated to the freeway system.
- 2) **The project must clearly be able to go to construction by early 2012, though 2011 or earlier is preferred.**
- 3) **The project must be accompanied by a plan for maintenance of mobility gains in the corridor (Corridor Management Plan).**

CMIA funds will be allocated on a competitive basis by the CTC, based principally on these criteria. No provision is made for "fair share" allocation other than adherence to the 60-40 north-south split and a vague reference to geographic equity. However, given our growth and congestion levels it seems reasonable that the SANBAG region should compete for at least its per-capita share, or the share it might expect per the STIP regional share formula (slightly more than simple per-capita).

Additional issues of concern are: 1) how post-construction corridor management is to be funded, and 2) the relative priority to be given to urban projects such as I-215, I-10, and I 15, versus rural projects such as SR-58 that principally serve interregional or interstate traffic. SB45, which established the current STIP process, splits STIP funds into a 75% "Regional" share, and a 25% "Interregional" share.

On December 8, 2006, Caltrans released its preliminary list of CMIA recommendations (Attachments 4 and 5), which in staff's opinion is a reasonable reflection of these criteria.

Although Caltrans initially indicated that it would prepare a "Tier 1" list of \$4.5 billion and a "Tier 2" list of another \$1.5 billion to provide for CTC discretion in project selection, they ultimately released only one list with a total value of \$6.2 billion. In San Bernardino County, Caltrans' list excludes all but on-system mainline improvements and management systems to maintain mainline performance. Caltrans is proposing to address corridor management funding by taking \$150 million off the top, and is calling for dedication of about 80% of available funds to urban or "Regional" projects, and 20% to interregional projects.

Caltrans' proposed list totals \$320 million in San Bernardino County, \$227 million for regional/urban projects, and \$93 million for SR-58. Specifically, the list includes:

- I-215 North in San Bernardino widening and reconstruction
- I-10 Fontana area auxiliary lanes and ramp improvements
- I-10 Yucaipa-Redlands westbound widening
- I-15 Phase 2, Victor Valley area
- SR-58 widening near Hinkley

Caltrans' list excludes all interchange improvements proposed by SANBAG on I-10 and I-15, as well as the freeway-to-freeway connector improvements in the I-215/SR-210 interchange.

SANBAG's per-capita share of the \$4.35 billion (assuming Caltrans takes \$150 million off the top for traffic system management) would be about \$261 million, of which \$209 million would represent an 80% "regional" share, and \$52 million would represent an "interregional" share. Caltrans' proposal exceeds SANBAG's per-capita fair share by 23% (9% on urban/regional projects, and 79% on interregional projects), while statewide Caltrans' proposal exceeds available funds by 38%.

Staff suggests that SANBAG's principal challenge is to support and sustain all regional projects proposed by Caltrans, with a total cost within 10% of a "fair share," while suggesting that the impending STIP augmentation is a reasonable alternate source of interregional funding if SR-58 cannot be fully funded from the CMIA. Based on this, staff recommends support for Caltrans' proposed list of CMIA projects and requests direction to focus SANBAG's resources on preparation of the submittal packages for these projects.

Financial Impact:

This item has no direct impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Success in the competitive CMIA process can

contribute significantly to successful delivery of the Measure I 2010-2040 Valley Freeway, Valley Freeway Interchange, and Victor Valley Major Local Streets programs.

Reviewed By: The Plans and Programs Policy Committee on December 20, 2006.

Responsible Staff: Ty Schuiling
Director, Planning and Programming

Attachment 1

Proposition 1B - Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

\$2 billion for the Local Street and Road Improvement, Congestion Relief, and Traffic Safety Account	Appropriated to the Controller, upon approval by Legislature, likely through state's annual budget bill to fund improvements to local transportation facilities that will repair and rehabilitate local streets and roads, reduce local traffic congestion, improve traffic flow, or increase traffic safety.	The League is drafting legislation with the California State Association of Counties to allocate \$1 billion each for cities and counties over five years beginning in FY 07-08.
\$4.5 billion to the Corridor Mobility Improvement Account	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill to relieve congestion by expanding capacity, enhancing operations, and improving travel times in high congestion travel corridors. The CTC must adopt guidelines for project selection criteria to receive these funds. CTC will fund projects based on meeting guidelines for projects nominated by Caltrans, regional transportation agencies and county transportation authorities and commissions.	The CTC project guidelines for the Corridor Mobility Improvement Account were adopted November 8, 2006. Project nominations must be submitted to the CTC by January 16, 2007. The CTC will adopt an initial program to receive funding by March 1, 2007.
\$1 billion for improvements to State Route 99 traversing approximately 400 miles of the Central Valley.	Funds must be appropriated to Caltrans through the state's annual budget bill.	When available, Caltrans will allocate this money for safety, operational enhancements, rehabilitation, or capacity improvements on the State Route 99 corridor.
\$3.1 billion for the California Ports Infrastructure, Security, and Air Quality Improvement Act.	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill for infrastructure improvements to seaports, land ports of entry and airports, to relieve traffic congestion along major trade corridors, and to improve freight rail facilities to enhance the movement of goods from port to marketplace. Program guidelines subject to conditions and criteria	Program guidelines have not been determined. The CTC has held listening session with stakeholders around the state to determine how this program is going to work. To date, a consistent vision has not been established. Legislation to establish the program is likely needed to further define the program.

	established by the Legislature.	
\$200 million for school bus retrofitting and replacement to reduce air pollution.	Appropriated upon approval by Legislature, likely through state's annual budget bill to reduce children's exposure to diesel emissions.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes
\$2 billion for projects in the State Transportation Improvement Program (STIP).	Appropriated to the CTC, upon approval by Legislature, likely through state's annual budget bill. Funds will be allocated for projects based on existing formula.	The CTC has stated that they would like this funding available immediately, but don't want to program it all at one time. The CTC may ask the Legislature to appropriate the funds on an on-going basis as projects are ready to be funded.
\$1 billion for the State-Local Partnership Program Account	Appropriated upon approval by Legislature, likely through state's annual budget bill. Requires legislation to implement and adopt program guidelines. This program requires a dollar for dollar match of local funds.	The CTC has held meetings with a working group of stakeholders to establish what this program will look like. The guidelines are still being developed, but the CTC hopes to have them clarified by January.
\$4 billion for the Public Transportation, Modernization, Improvement and Service Enhancement Account	Appropriated to Caltrans and Controller upon approval by Legislature, likely through state's annual budget bill for capital improvements and fleet expansion to enhance public transit, intercity and commuter rail, and waterborne transit.	Funds allocated directly to transit operators under existing formula (STA).
\$1 billion for the Transit System Safety, Security and Disaster Response Account	Appropriated upon approval by Legislature, likely through state's annual budget bill, for capital projects that provide increased protection against a security and safety threat and increase the capacity of transit operations to move people, goods and emergency personnel, and equipment in the preparation for and the aftermath of a disaster.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes.

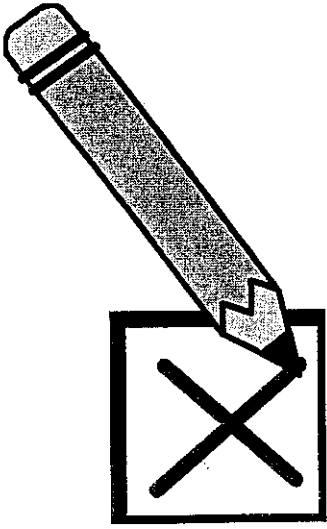
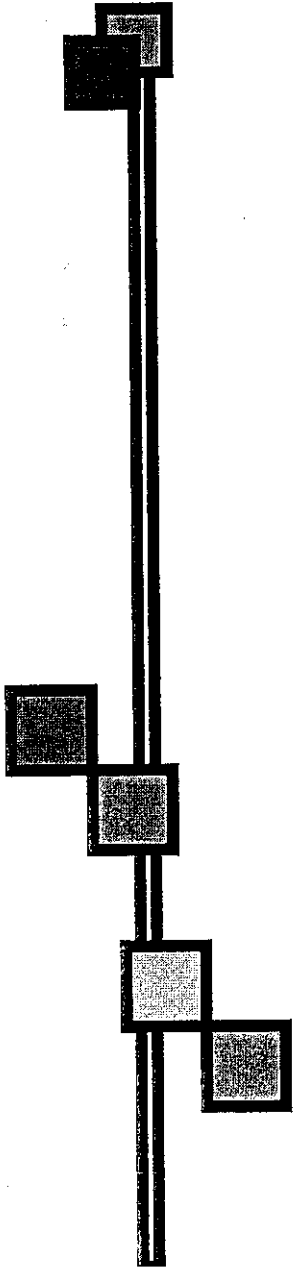
\$125 million for the Local Bridge Seismic Retrofit Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill.	Local agencies should work with Caltrans to access these funds, which will be used for the required 11.5 percent match for federal Highway Bridge Replacement and Repair funds for seismic work on local bridges, ramps and overpasses.
\$750 million for the Highway Safety, Rehabilitation and Preservation Account (SHOPP)	Appropriated upon approval by Legislature, likely through state's annual budget bill for highway safety, rehabilitation, and pavement preservation projects, including \$250 million for traffic light synchronization projects or other technology-based improvements to improve safety operations and the capacity of local streets and roads.	Allocated per existing SHOPP process. Caltrans will develop a program to fund traffic light synchronization or other technology based improvements on local system.
\$250 million for the Highway-Railroad Crossing Safety Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill for the completion of high priority grade separation and railroad crossing safety improvements.	\$150 million of this fund will be allocated per current statute, except that a dollar for dollar match of non-state funds is required. Of the \$250 million, the CTC will allocate \$100 million in consultation with the High-Speed Rail Authority.

Proposition 1B

Candidate Projects

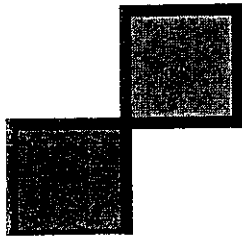


Cheryl Donahue
San Bernardino Associated Governments
October 4, 2006



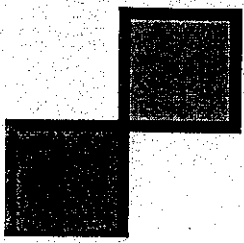
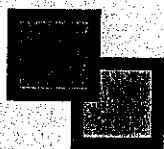
Proposition 1B

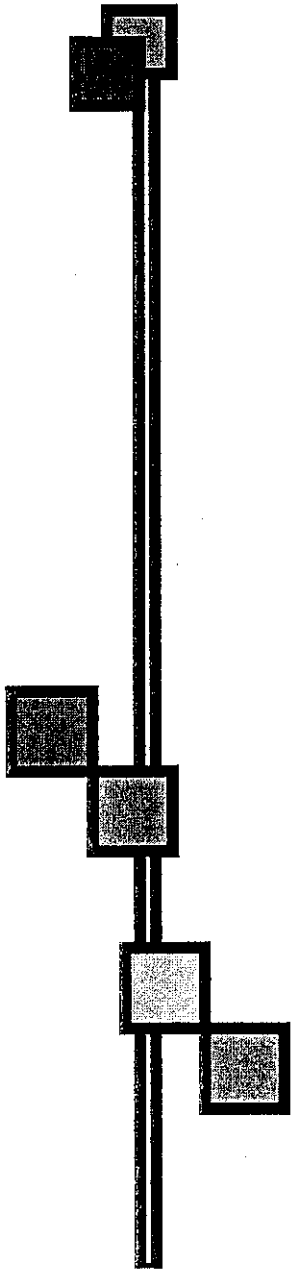
- Transportation, Air Quality & Port Security Act – on November ballot
- \$19.925 billion statewide
- Simple majority required for passage





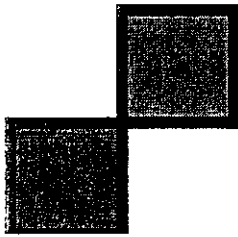
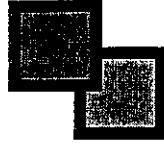
Bond Components

- \$4.5 billion for corridor mobility
 - \$4 billion for transit capital
 - \$3.1 billion for port infrastructure, security and air quality
 - \$2 billion for highway capacity (STIP)
 - \$2 billion for local streets/roads, to be allocated to cities and counties
 - \$1 billion for transit system security
- 
- 



Additional Bond Components

- \$1 billion for state-local partnership projects
(1:1 match for local sales tax projects)
- \$1 billion for Route 99 improvements
- \$750 million for highway safety and rehab
- \$250 million for railroad grade separations
- \$200 million for school bus retrofit
- \$125 million for bridge seismic retrofit

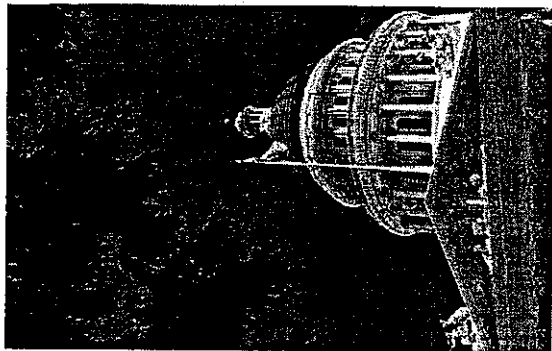


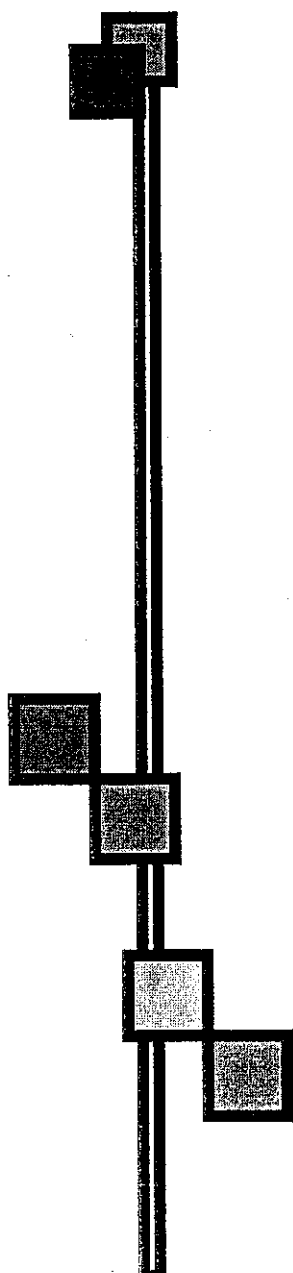


Funding Criteria

Corridor Mobility Category - \$4.5B

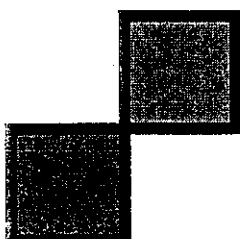
- Likely to be 40/60 split for north/south
- Reduced travel time on highly congested travel corridors
- Improved access to jobs, housing, commerce
- Quick delivery/quick congestion relief
- High benefit/cost ratio





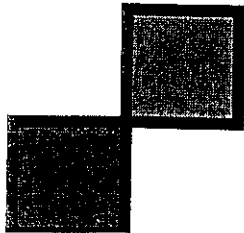

Intelligent Transportation

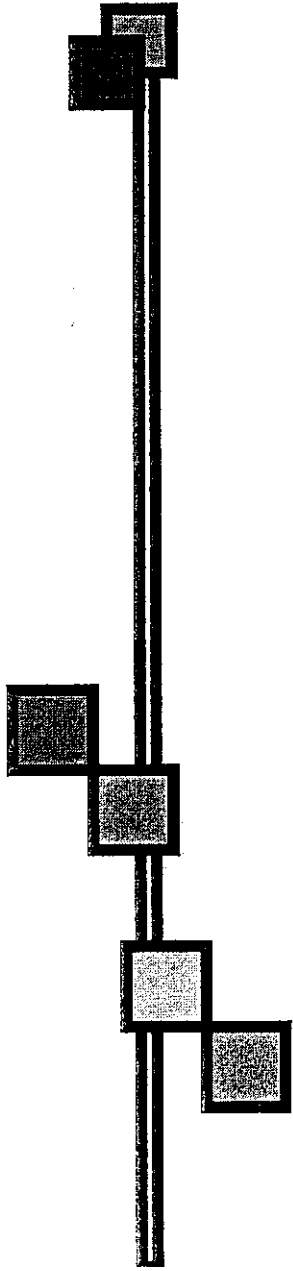
- Projects with traffic system management elements will score well
- Traffic detection equipment
- Ramp metering
- Other operational improvements





Candidate Projects

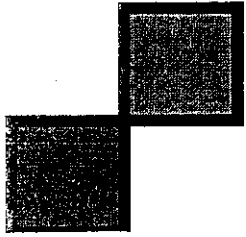
- Projects must be ready to build by 2012
 - SANBAG & Caltrans have identified projects that meet this timing. Projects like these could be funding candidates.
 - SANBAG, RCTC, District 8 to work together to submit package of projects
- 
- 

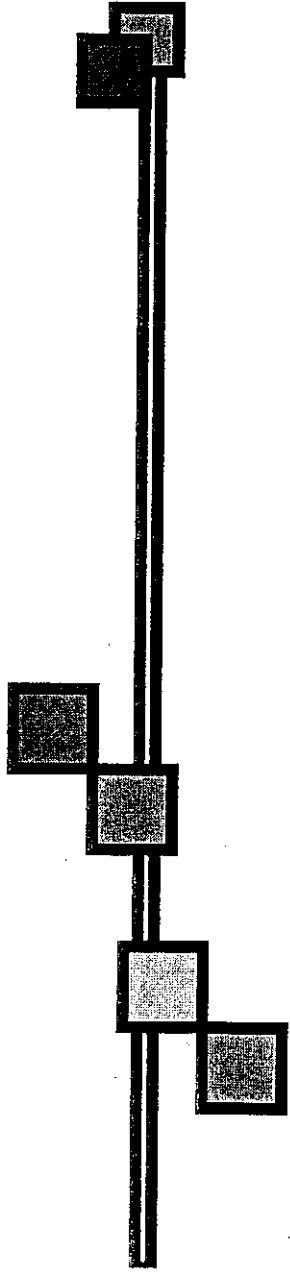


Interstate 10 Corridor



- Reconstruction of six I-10 interchanges between I-15 and I-215. To be completed prior to ultimate I-10 corridor improvements (carpool lane, bridge widening, sound walls)
- Construction of some ICs could start in 2007
- Estimated project cost: \$250 million for interchanges; Measure 1 = \$135M, developer fees = \$53M, federal funds = \$4M
- Estimate for full corridor = \$925 million

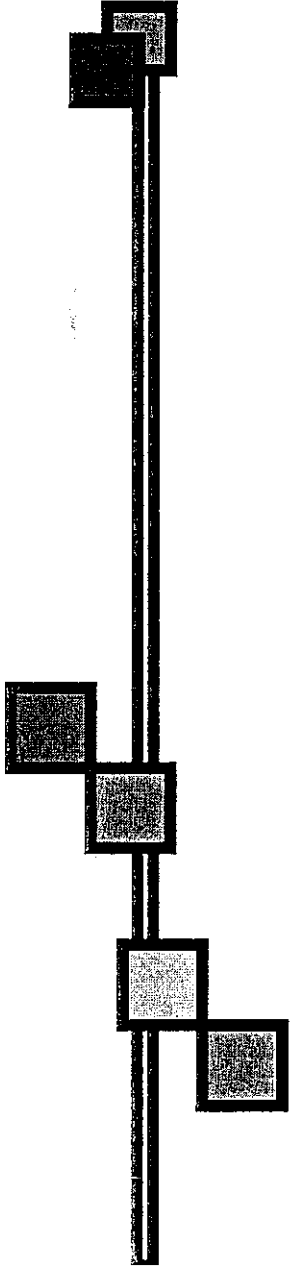




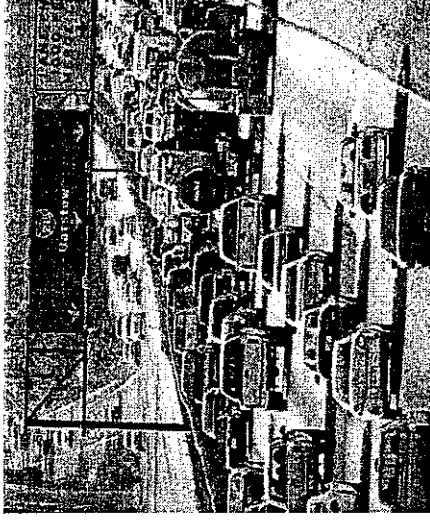
I-10 Westbound Lane

- New mixed-flow lane on WB I-10 between Yucaipa and Redlands for traffic congestion relief. Includes sound walls and drainage improvements.
- PA/ED began in July 2004, set for completion in spring 2007. Design to take 2-3 years. Construction could start in 2010.
- Estimated cost: \$36 million; Measure 1 = \$5M

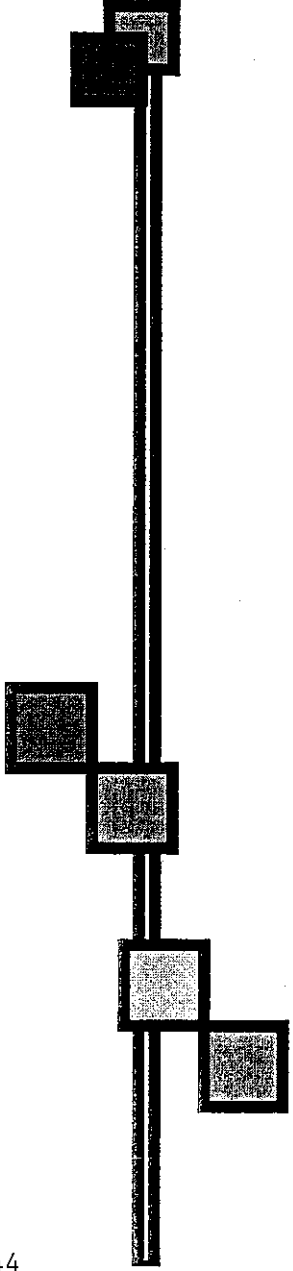




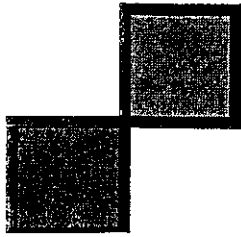
I-215 Widening



- Widening of I-215 by two lanes north and south in San Bernardino to relieve traffic. Project to widen bridges, remove fast-lane entrances/exits, improve access, add sound walls.
- 5th Street bridge portion to start in 2007. Work on freeway lanes to start in mid-07 and take 6-7 years. Some I-215 funding was dropped from STIP earlier this year.
- Estimated cost: \$640 million; Measure 1 = \$40M, federal = \$200M; state \$268M

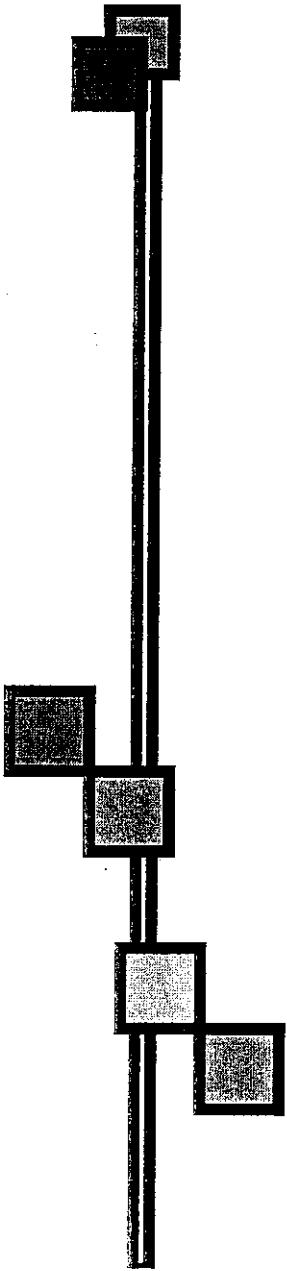


Interstate 15 Improvements



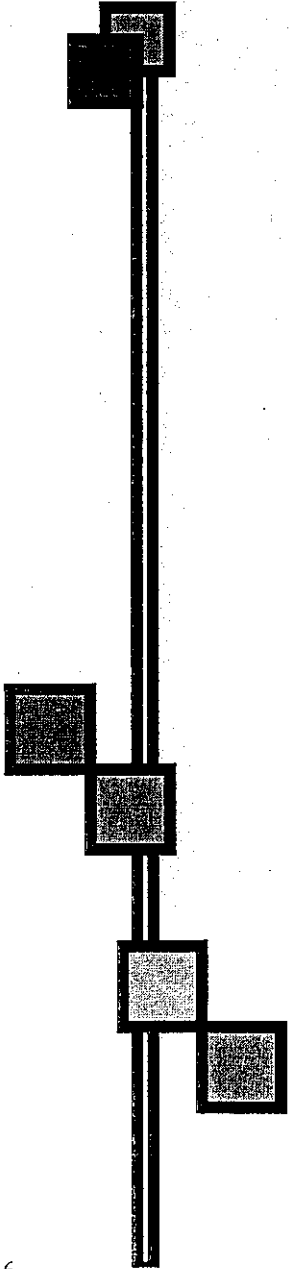
- Reconstruction of D Street, E Street and Stoddard Wells interchanges; widening of Mojave River bridge at I-15 in Victorville
- PA/ED began in 2005 and should be completed by late 2007. Final design and ROW should take 2-3 years. Construction could start by 2010.
- Estimated cost: \$113 million; federal = \$1M, state = \$67.4M



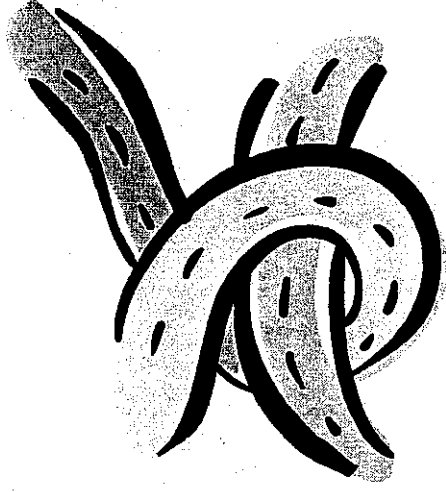


La Mesa/Nisqualli Interchange

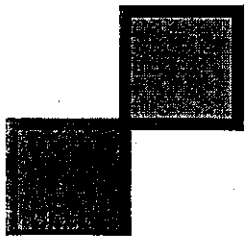
- New interchange with I-15 in Victorville.
Would provide new east-west route and an alternative to severely congested BV Road.
- Environmental document has been approved.
ROW and final design have started and should take 18-24 months to complete.
- Estimated cost: \$70 million; Measure I and developer fees = \$24M, federal = \$4.5M

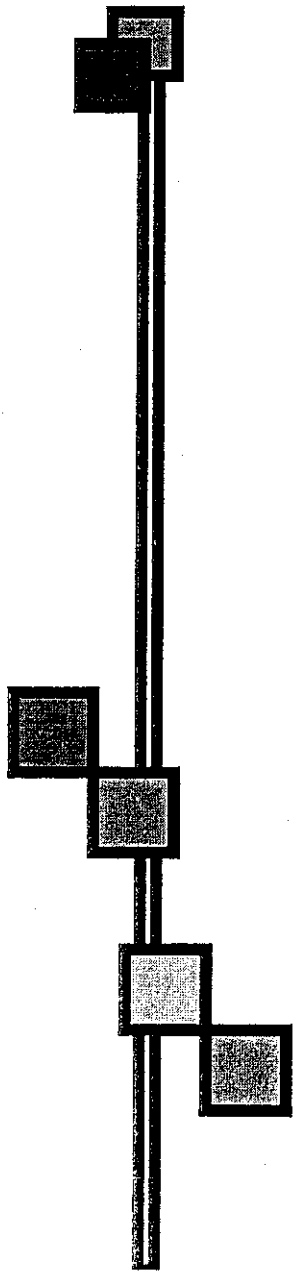


Devore Interchange

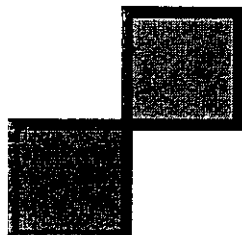


- Widening of I-215/I-15 interchange to relieve bottleneck. Project to add two lanes to I-15 through the IC and reconfigure the design.
- Would require design-build to escalate project to meet 2012 deadline. PA/ED to start in early 2007 and take three years. Final design to take two years.
- Estimated cost: \$202 million; Measure 1 to fund \$40M.





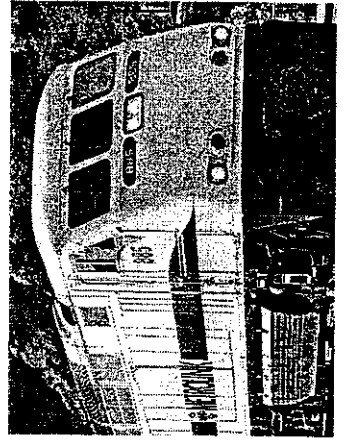
Metrolink Maintenance Facility

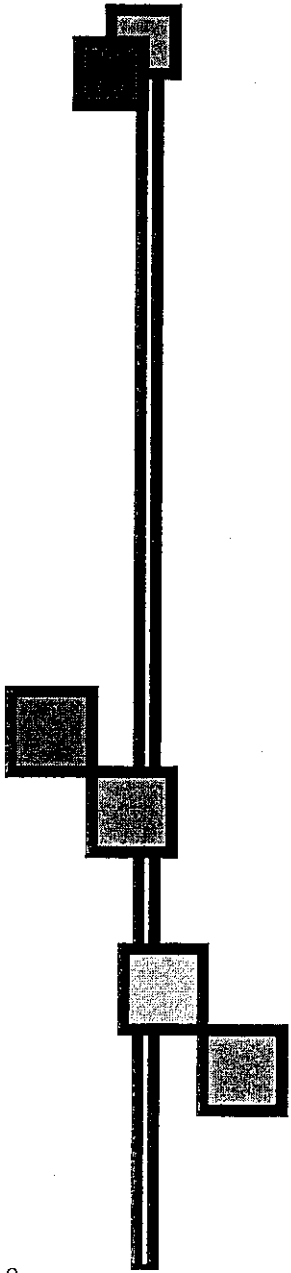


- Creation of Metrolink Eastern Area Maintenance Facility in Colton to accommodate growth of service lines in the IE. SCRRA has 39 locomotives and 151 rail cars and needs add'l storage/work space.



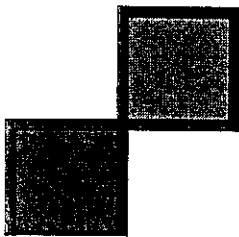
- Construction set to start in spring 2008. Project has two phases.
- Estimated cost: \$64.9 million; \$34.9M is funded

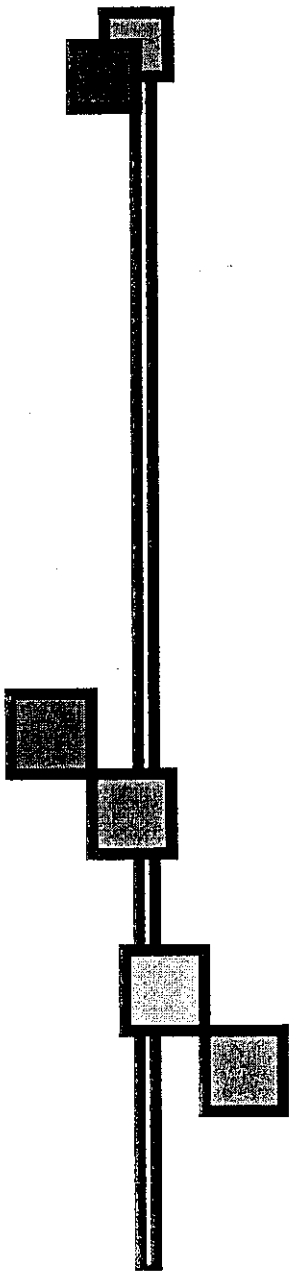




Metrolink Sealed Corridor

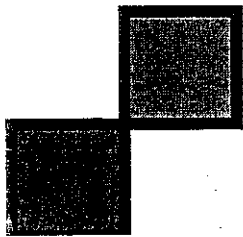
- Reduces access to tracks through locked gates, fencing, median separators, islands and grade separations. Helps enhance safety of train passengers, pedestrians and neighbors.
- Phase I underway in Antelope Valley and Ventura County. If funds are available, work could begin on other lines, based on priority.
- Estimated cost: \$45 million; \$15 million identified

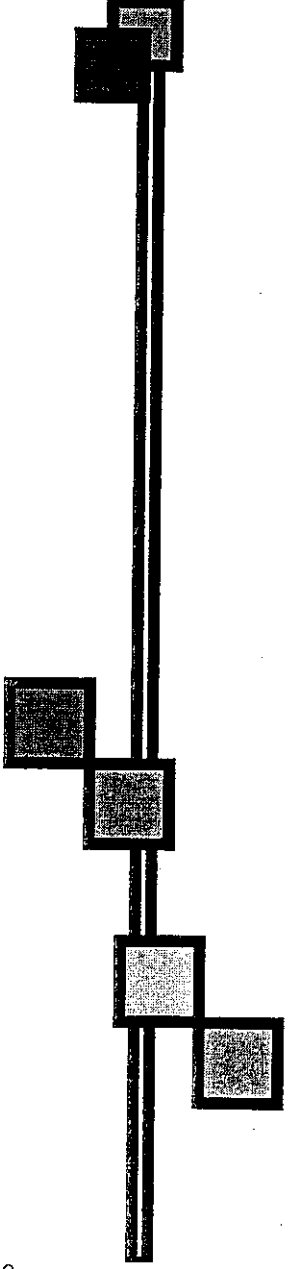




Metrolink Maintenance-of-Way

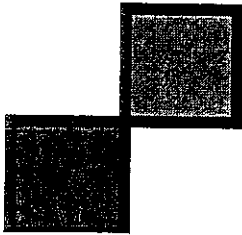
- Creation of centralized facility for track, signal and bridge maintenance along Metrolink right-of-way. Will lose several of current staging facilities during the next few years.
- Seeking location for facility. If funds are available, SCRRA can purchase and begin construction.
- Estimated cost: \$10.12 million





Metrolink Rail Cars

- Purchase of 30 rail cars to allow longer trains and expanded service to meet projected demand. Riders expected to grow systemwide from 42,000 to 51,000 by 2010.
- SCRRA could exercise contract option to buy 30 cars; delivery of cars within 3.5 years.
- Estimated cost: \$272 million; \$212M identified





Questions/Answers

- For more information:
Call SANBAG: (909) 884-8276
- SANBAG to monitor fund allocation
process for all categories
- Visit voterguide.ss.ca.gov for
Proposition 1B analysis
- Thank you!



ATTACHMENT 2

CALIFORNIA TRANSPORTATION COMMISSION Corridor Mobility Improvement Account Program Guidelines Adopted November 8, 2006

The Corridor Mobility Improvement Account (CMIA) presents a unique opportunity for the state's transportation community to provide demonstrable congestion relief, enhanced mobility, improved safety, and stronger connectivity to benefit traveling Californians. The California Transportation Commission (CTC) will work in partnership and collaboration with Caltrans and regional agencies to identify, program, and deliver priority projects in key corridors that yield the mobility and connectivity benefits Californians expect, consistent with the following CMIA guidelines. In taking advantage of this opportunity, it is vital that the transportation community maintain the trust and confidence of those who have provided the wherewithal to implement this program. The transportation community can fulfill the promise of the CMIA program through strategic investments statewide, consistent with regional and state priorities, combined with a renewed focus on achieving and maintaining needed corridor mobility and continuity benefits, and through efficient and timely project delivery. The Commission recognizes that this program will require flexibility to implement, that no one strategy or approach will work equally well throughout the state, and that success can only be achieved when the Commission, Caltrans and regional agencies share equally in the commitment to implement these high priority corridor investments.

General Program Policy

1. Authority and purpose of CMIA guidelines. The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, includes a program of funding from \$4.5 billion to be deposited in the Corridor Mobility Improvement Account (CMIA). The funds in the CMIA are to be available to the California Transportation Commission, upon appropriation in the annual Budget Act by the Legislature, for allocation for performance improvements on the state highway system or major access routes to the state highway system.

The Bond Act mandates that the Commission develop and adopt guidelines for the CMIA program, including regional programming targets, by December 1, 2006. It further mandates that the Commission allocate funds from the CMIA to projects after reviewing project nominations submitted by the Department of Transportation (Caltrans) and the same regional agencies that prepare regional transportation improvement programs (RTIPs) nominating projects for the state transportation improvement program (STIP).

The purpose of these guidelines is to identify the Commission's policy and expectations for the CMIA program and thus to provide guidance to Caltrans, regional agencies, and other project proponents and implementing agencies in carrying out their responsibilities under the program. The program is subject to the provisions of the Bond Act, in particular subdivision (a) of Section 8879.23 of the Government Code, and these guidelines are not intended to preclude any project

nomination or any project selection that is consistent with the Bond Act. The Commission cannot anticipate all circumstances that may arise in the course of program implementation, and the Commission may find it appropriate to make exceptions to any provision in these guidelines or to revise or adapt its policies as issues arise in program implementation.

2. CMIA Program Intent. In selecting projects for funding under the CMIA program, the Commission intends to balance the following three general mandates provided in the Bond Act:
 - a. Mobility improvement and other project benefits. The basic CMIA policy objective is to improve performance on highly congested travel corridors. Improvements may be on the state highway system or on major access routes to the state highway system on the local road system that relieve congestion by expanding capacity, enhancing operations, or otherwise improving travel times within high-congestion travel corridors. To include a project in the CMIA program, the Commission must find that it “improves mobility in a high-congestion corridor by improving travel times or reducing the number of daily vehicle hours of delay, improves the connectivity of the state highway system between rural, suburban, and urban areas, or improves the operation or safety of a highway or road segment.”
 - b. Geographic balance between regions. The Bond Act requires the Commission, in adopting a program for the CMIA, to find that the program is geographically balanced, consistent with the north/south split that applies to the STIP (40% north, 60% south), and to find that it “provides mobility improvements in highly traveled or highly congested corridors in all regions of California.”
 - c. Early delivery. The Bond Act requires the Commission, in adopting a program for the CMIA, to find that the program targets funding “to provide the mobility benefit in the earliest possible timeframe.” It also mandates that the inclusion of a project in the CMIA program be based on a demonstration that the project can commence construction or implementation no later than December 31, 2012.
3. Urban and Interregional Corridors. In selecting projects for funding under the CMIA program, the Commission intends also to balance improvements to mobility in highly congested urban corridors and improvements to mobility and connectivity in interregional state highway corridors. The Commission expects to evaluate urban corridor and interregional corridor improvements separately. The Commission expects that CMIA program improvements outside urbanized areas will be focused primarily, but not exclusively, on the focus routes identified by Caltrans in its Interregional Transportation Strategic Plan (ITSP), as presented to the Commission in 1998. However, this statement of intent does not exclude the

nomination and consideration of any project eligible for funding under the program.

4. **Evaluation of Project Benefits.** The Commission intends to give priority to those projects that provide the greatest benefit in relationship to project cost, as demonstrated by a project nomination and supporting documents. The Commission will consider measurable benefits using the California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C) developed and in use by Caltrans. This model includes measures of annual travel time savings and annual safety benefits (reduced injury and fatality rates) in the corridor. The model, however, is but one measure of benefits, and the Commission will also consider other assessments of time savings, safety benefits, quantifiable air quality benefits, and other benefits identified in the project nominations. The Commission's evaluation of project cost effectiveness will be based on the full cost of construction and right-of-way, including engineering costs, without regard for the sources of funding that may be used to meet those costs.
5. **Local Funding Contribution.** The Commission intends also to consider the contribution of local funding in the selection of projects for CMIA funding. The Commission's expectation of local funding may increase with the size of the project, the share of local traffic in the corridor, and the ability of the regional agency or a local implementing agency to contribute funding to the project.
6. **Project eligibility.** Under the Bond Act, a CMIA project must be on the state highway system or on a major access route to the state highway system on the local road system. The Commission must also find that:
 - The project either (1) reduces travel time or delay, (2) improves connectivity of the state highway system between rural, suburban, and urban areas, or (3) improves the operation or safety of a highway or road segment.
 - The project improves access to jobs, housing, markets, and commerce.
 - The project can commence construction no later than December 31, 2012.

Under the Bond Act, the Commission may not program a project unless it is nominated by either or both Caltrans and a regional agency. Projects will be programmed according to the same project components used for the STIP—(1) environmental and permits, (2) plans, specifications, and estimates, (3) right-of-way, and (4) construction.

The Commission's general expectation is that each CMIA project will have a full funding commitment through construction, either from the CMIA alone or from a combination of CMIA and other state, local, or federal funds.

The Commission expects the CMIA program to include, though not necessarily be limited to:

- Traffic system management elements, including traffic detection equipment.

- Ramp metering and other operational improvements.
- New traffic lanes to add capacity.
- New or improved alignments for access control, including the conversion of conventional highways to expressway or expressways to freeways.

The Commission expects the inclusion of an interchange project in the CMIA program to be based on the contribution of the interchange to the improvement of traffic flow in a highly congested urban corridor or to the provision of new access control in an interregional corridor.

7. Corridor system management plan. The Commission expects Caltrans and regional agencies to preserve the mobility gains of urban corridor capacity improvements over time and to describe how they intend to do so in project nominations. For urban corridor capacity improvements, the Commission intends to give priority to projects where there is a corridor system management plan in place to preserve corridor mobility or where there is a documented regional and local commitment to the development and effective implementation of a corridor system management plan, which may include the installation of traffic detection equipment, the use of ramp metering, operational improvements, and other traffic management elements as appropriate. Development of a corridor system management plan may occur simultaneously with project implementation, as described in the project nomination.

The capital cost of traffic detection equipment and other elements of a congestion management plan may be included in the cost of an improvement project to be funded from the CMIA. Where they are included in the project nomination, the Commission may require the installation of traffic detection equipment and the implementation of other elements of a congestion management plan as a part of the project approved for CMIA funding.

8. Other funding sources. The Commission recognizes the important funding role that regional agencies play in implementing projects on the state system. The Commission may find it appropriate to develop full funding commitments to CMIA projects that take into consideration additional investments already made, or to be made, by agencies to enhance corridor mobility and connectivity.

However, as a matter of general policy, the Commission does not intend to program CMIA funding to replace funding already programmed in the STIP, including funding from other sources identified in the STIP as providing the full funding commitment for a STIP project component. The Commission may make an exception if it finds that replacing funds already programmed would further the objectives of the CMIA program.

The Commission does not intend generally to program CMIA funding to cover cost increases for project components already programmed in the STIP. The Commission's general expectation is that STIP project cost increases will be

covered from the STIP, including other sources already identified as providing the full funding commitment for the STIP project. However, the Commission may make an exception if it finds that there is no reasonable funding alternative and that covering the cost increase with CMIA funding would further the objectives of the CMIA program.

In selecting projects for CMIA funding, the Commission may also consider the availability and appropriateness of funding for the project from other Bond Act programs.

Project Nomination and Selection Process

9. **Initial Program.** The Commission will adopt an initial CMIA program of projects by March 1, 2007. The initial CMIA program will include only projects that are nominated by Caltrans or by a regional agency no later than January 16, 2007. Between March 1, 2007 and the adoption of the first program update (in conjunction with the 2008 STIP), the Commission may amend the initial CMIA program, but will do so only for projects that were nominated for the initial program by January 16, 2007. The consideration of programming for projects not nominated for the initial program will await the first full program update in 2008.
10. **Program Updates.** The Commission intends to program CMIA funds as soon as possible, consistent with the objectives and statutory mandates of the program. If a portion of the \$4.5 billion authorized for the program remains unprogrammed, the Commission will adopt an update to the CMIA program biennially in conjunction with the development and adoption of the biennial STIP. Each program update will be adopted no later than the date of adoption for the STIP and will include only projects that are nominated by Caltrans or by a regional agency no later than the date on which regional transportation improvement programs nominating projects for the STIP are due.
11. **Project nominations.** Project nominations and their supporting documentation will form the primary basis for the Commission's CMIA program project selection. Under the Bond Act, all projects nominated to the Commission for CMIA funds shall be included in a regional transportation plan. Each project nomination should include:
 - A cover letter with signature authorizing and approving the nomination.
 - A project fact sheet (see Appendix A) that describes the project scope, cost, funding plan, project delivery milestones, and major benefits.
 - A brief narrative (1-3 pages) that provides:
 - A description of the travel corridor and its function, and how the project would improve mobility, reliability, safety, and connectivity within the corridor.

- A description of project benefits, including how the project would improve travel times or reduce the number of daily vehicle hours of delay, improve the connectivity of the state highway system between areas, or improve the safety of a highway or roadway segment. The description should also include air quality benefits and other benefits. To the extent possible, the narrative should quantify project benefits and cite documentation, including environmental documents, in support of any estimates of project benefits.
 - A description of how the project would improve access to jobs, housing, markets, and commerce.
 - A description of the risks inherent in the nomination's estimates of project cost, schedule, and benefit.
 - A description of the corridor management approach to preserving project mobility gains, which may include the corridor system management plan or the commitment of regional and local agencies to develop and implement a plan.
- A project benefit/cost analysis input sheet (see Appendix B).
 - Documentation of the basis for the costs, benefits and schedules cited in the project nomination. As appropriate and available, the documentation should include the project study report, the environmental document, the corridor system management plan or documentation of the commitment to the development and implementation of a plan, the regional transportation plan, and any other studies and analyses that provide documentation regarding the quantitative and qualitative measures validating the project's consistency with CMIA program objectives.

If the nomination includes CMIA funding to replace other funding for a STIP project component or funding to cover a STIP project cost increase, the narrative should also include a description of how the proposed CMIA funding would further the objectives of the CMIA program.

An agency may nominate a project by submitting an endorsement of a nomination submitted by another agency without submitting a duplicate nomination package and documentation.

An agency that submits or endorses project nominations for more than one project should also identify its project funding priorities and the basis for those priorities.

12. Project Cost Estimates. All cost estimates cited in the project fact sheet and in the benefit/cost analysis input sheet will be escalated to the year of proposed delivery. For projects on the state highway system, only cost estimates approved by the Director of Transportation or by a person authorized by the Director to approve cost estimates for programming will be used. For other projects, only cost

estimates approved by the Chief Executive Officer or other authorized officer of the responsible local implementing agency will be used.

13. Submittal of Project Nominations. For the initial program, the Commission will consider only projects for which a nomination and supporting documentation are **received in the Commission office by 5:00 p.m., January 16, 2007, in hard copy.** A nomination from a regional agency will include the signature of the Chief Executive Officer or other authorized officer of the agency. A nomination from Caltrans will include the signature of the Director of Transportation or a person authorized by the Director to submit the nomination. Where the project is to be implemented by an agency other than Caltrans or the regional agency, the nomination will also include the signature of the Chief Executive Officer or other authorized officer of the implementing agency. The Commission requests that each project nomination include five copies of the cover letter, the project fact sheet, the narrative description, and the benefit/cost analysis input sheet, together with two copies of all supporting documentation.

All nomination materials should be addressed or delivered to:

John Barna, Executive Director
California Transportation Commission
Mail Station 52, Room 2222
1120 N Street
Sacramento, CA 95814

14. Cost and Delivery Commitments and Expectations. Because estimated project costs and delivery dates are important elements of project evaluation and selection for the CMIA program, the Commission will actively monitor project development and will reevaluate projects as costs and delivery dates may change.

The standards for project programming and project readiness for allocation will be the same as for the STIP. Project components will be programmed for a particular dollar amount in a particular fiscal year, corresponding to the fiscal year when construction (or other component implementation) is to begin.

If the estimated cost for a project increases or if a project fails to meet a project delivery milestone, the Commission will expect Caltrans or the regional agency to report on its plan to bring the project within cost and schedule or to revise the project's funding plan and schedule. The Commission may amend the project's CMIA programming accordingly. If the Commission finds that, as a result of cost increases or schedule delays, the project is either no longer fundable or no longer competitive in terms of cost effectiveness, the Commission may delete the project from the CMIA program. The Commission's intent, however, is to work with Caltrans and regional and local implementing agencies to see that projects proceed to construction.

An implementing agency may identify a project cost increase or delay at any time and request an amendment of the project's programming. With each biennial program update, every project in the program will be reevaluated for cost and delivery schedule.

15. Quarterly CMIA Delivery Report. Commission staff, in cooperation with the Caltrans, regional agencies and local implementing agencies, will report to the Commission each quarter on the status of each project in the CMIA program. The report will identify progress against delivery milestones and any changes in project costs or schedules that may require amendment of the CMIA program.

Regional Programming Targets

16. Intent for Targets. The Bond Act calls for the Commission's guidelines to include "regional programming targets," though it does not specify how the targets are to be used or how they are to be determined. The Commission's intent is that target amounts be provided only as general guidance to Caltrans and regional agencies for carrying out their responsibilities in making project nominations. **The targets do not constitute an allocation, a guarantee, a minimum, or a limit on programming in any particular county or region of the state.**

For this purpose and in consultation with regional agencies, the Commission has defined the following broad regions of the state for use in establishing regional programming targets:

- San Diego County;
- Southern California, to include the six counties of the Southern California Association of Governments (SCAG);
- Eastern Sierra, to include Inyo and Mono counties;
- Central Coast, to include the five counties of Caltrans District 5;
- San Joaquin Valley, include the thirteen counties of Caltrans Districts 6 and 10;
- San Francisco Bay Area, to include the nine counties of the Metropolitan Transportation Commission (MTC);
- Sacramento Valley, to include the ten counties of Caltrans District 3, excluding Glenn County; and
- North State, to include the remaining twelve counties, including Glenn County and Caltrans Districts 1 and 2.

Each regional agency is permitted to make its own project nominations and to identify its own priorities for the Commission. However, the Commission welcomes and encourages the development of joint priorities and proposals from the nominating agencies located within each of these broader regions or between regions. The Commission encourages the two regions that include counties in both the north and south (San Joaquin Valley and Central Coast) to develop their priorities and proposals without regard to the north/south split.

17. Regional Programming Targets. The Commission is providing regional programming targets for the CMIA program, intended as general guidance only. The targets are neither minimums nor maximums. They do not constrain what any agency may propose or what the Commission may approve for programming and allocation within any particular area of the state. The only geographic constraints on the Commission's programming are that, over the life of the CMIA program, the program must be consistent with the north/south split and it must provide mobility improvements in each of the target regions.

CMIA Regional Programming Targets (Range, in \$ millions)		
	Low	High
Urban Corridors		
Sacramento Valley	\$ 82	\$ 197
San Francisco Bay Area (MTC)	342	821
San Joaquin Valley	93	222
Southern California (SCAG)	901	2,162
San Diego	157	377
Subtotal, urban	\$1,575	\$3,780
Interregional Corridors		
North State	\$ 202	\$ 486
Sacramento Valley	46	110
San Francisco Bay Area (MTC)	24	58
Central Coast	54	130
San Joaquin Valley	241	578
Eastern Sierra	15	36
Southern California (SCAG)	88	211
San Diego	5	11
Subtotal, interregional	\$ 675	\$1,620
Total	\$2,250	\$5,400

The factors used to determine targets were population for urbanized areas over 200,000 and deficient mileage identified by Caltrans for state highway focus routes. The use of these factors, however, does not prescribe or limit where projects may be proposed by any agency or where they may be selected by the Commission.

Allocations and Amendments

18. Allocations from the CMIA. The Commission will consider the allocation of funds from the CMIA for a project or project component when it receives an allocation request and recommendation from Caltrans, in the same manner as for the STIP. The recommendation will include a determination of the availability of appropriated CMIA funds. The Commission will approve the allocation if the funds are available, the allocation is necessary to implement the project as included

in the adopted CMIA program, and the project has the required environmental clearance.

19. CMIA Program Amendments. Caltrans and regional agencies may request CMIA program amendments and the Commission will approve amendments in the same manner as for STIP amendments, except that:

- CMIA program amendments will not add new projects that were not included in the nominations for the initial program or the current biennial update.
- CMIA program amendments may amend projects at any time, including projects programmed for the current fiscal year.
- CMIA program amendments need only appear on the agenda published 10 days in advance of the Commission meeting. They do not require the 30-day notice that applies to STIP amendments. However, the Commission will not act on program amendments with less than a 30-day notice without agreement from all project funding partners.
- The Commission may initiate a CMIA program amendment to delete a project, or to revise its scope, cost, or schedule, after a review of the progress of project delivery.

Where the Commission finds that a project nomination is insufficiently developed or documented to support inclusion in the program, it may invite the nominating agency to resubmit the nomination for later amendment into the program.

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT

Project Nomination Fact Sheet

Nominating Agency:		Fact Sheet Date:	
Contact Person			
Phone Number		Fax Number	
Email Address			

Project Information:							
County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.							
Legislative Districts	Senate:			Congressional:			
	Assembly:						
Implementing Agency (by component)	PA&ED:			PS&E:			
	R/W:			CON:			
Project Title							
Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form)							
Description of Major Project Benefits							
Expected Source(s) of Additional Funding Necessary to Complete Project - as Identified Under 'Additional Need'							
Project Delivery Milestones (month/year):							
Project Study Report (PSR) complete							
Notice of Preparation	Document Type:						
Begin Circulation of Draft Environmental Document							
Final Approval of Environmental Document							
Completion of plans, specifications, and estimates							
Right-of-way certification							
Ready for advertisement							
Construction contract award							
Construction contract acceptance							

NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of the CMIA Fact Sheet. A copy of the CTC CMIA Guidelines and a template of the Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transprog/> and at: <http://www.ctc.ca.gov/>

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT
Project Nomination Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)
Shaded fields are automatically calculated. Please do not fill these fields.

				Date:	0-Jan-00
County	CT District	PPNO *	EA *	Region/MPO/TIP ID *	
0	0	0	0	0	
Project Title: 0					

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO

Proposed Total Project Cost								Project Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&ED)	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0
R/W SUP (CT) *	0	0	0	0	0	0	0	0
CON SUP (CT) *	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0
CON	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Corridor Management Improvement Account (CMIA) Program

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

* NOTE: R/W SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source:

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:

Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

CORRIDOR MANAGEMENT IMPROVEMENT ACCOUNT
Project Nomination Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

County	CT District	PPNO*	EA*	Date: 0-Jan-00
0	0	0	0	Region/MPO/TIP ID *
Project Title: 0				

* NOTE: PPNO and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTPA/MPO

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Additional Funding Needs (funding needs not yet committed)								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13+	Total
E&P (PA&ED)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Shaded fields are automatically calculated. Please do not fill these fields.

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT PROGRAM BENEFIT/COST ANALYSIS: PROJECT INPUT SHEET

Region/District:

County:

Route: EA:

Describe Project:

Post mile:

PPNO:

PROJECT DATA

Type of Project

Enter "X"

Hwy Capacity Expansion	
Operational Improvement	
Transp MGMT System (TMS)	
Other (describe:)	

Project Location

(1 = So. Cal., 2 = No. Cal., or 3 = rural)

Length of Construction Period

years

Duration of Peak Period (AM+PM)

hours

HIGHWAY DESIGN AND TRAFFIC DATA

Highway Design

	w/o Project	w/ Project	HOV Restriction
Number of General Traffic Lanes			
Number of HOV Lanes			(2 or 3)
Highway Free-Flow Speed (in mph)			
Project Length (in miles)			

Average Daily Traffic

	w/o Project	w/ Project
Current		
Forecast (20 years after construction)		

Average Hourly HOV Traffic (if HOV lanes)

Percent Trucks (include RVs, if applicable)

Truck Speed (if passing lane project)

COMMENTS:

Prepared by:

Phone No:

E-Mail:

CONTACT:

Mahmoud Mahdavi

916-653-9525

mahmoud_mahdavi@dot.ca.gov

FAX: 916-653-1447

HIGHWAY ACCIDENT DATA

Actual 3-Year Accident Data for Facility

	Count (No.)
Fatal Accidents	
Injury Accidents	
Property Damage Only (PDO) Accidents	

Statewide Average for Highway Classification

	w/o Project	w/ Project
Accident Rate (per mil. veh-miles)		
% Fatal Accidents		
% Injury Accidents		

TOTAL PROJECT COSTS (in escalated dollars)

From Project Nomination Fact Sheet:

Fiscal Year:

2007-08	\$
2008-09	\$
2009-10	\$
2010-11	\$
2011-12	\$
2012-13	\$

ATTACHMENT 3

DRAFT LIST CMIA CANDIDATE PROJECTS 12/6/06

Route	PM Back	PM Ahead	Description	Implementing Agency	Total Project Cost	Requested CMIA	Fund Source	Comments
10	29.4	39.2	Redlands, Install TSM Field Elements & Ramp Improvements	Caltrans	\$16,325	\$16,325	CMIA	
10	11.6	19.1	In Fontana, widen Exit Ramps and Construct Aux. lanes	SANBAG	\$30,325	\$30,325	CMIA	Part of I-10 Mainline HOV Project
10	33.6	39.9	Redlands, Widen and Construct Westbound Mixed Flow	SANBAG	\$39,000	\$39,000	CMIA	Interagency connection with Riverside County
10	20.1	22	Route 10 Pepper Ave Interchange Modification	SB County	\$36,640	\$21,438	CMIA	Measure funds to be shifted to 215
10	14.8	15.5	Route 10 Citrus Avenue Interchange Reconstruction	Fontana	\$57,135	\$43,255	DIF	Interchange Improvements are necessary prior to
10	17.8	19.3	Route 10 Cedar Interchange Reconstruction	SB County	\$40,251	\$32,151	CMIA	I-10 Mainline HOV Improvements
10	18.7	20.8	Route 10 Riverside Ave Interchange Reconstruction	Rialto/SANBAG	\$29,714	\$16,655	DIF	I-10 Mainline HOV included in Measure 1 2010-2040
10	12.5	13.8	I-10 Cherry Interchange Reconstruction	Fontana	\$58,950	\$46,730	CMIA	
10			TSM Field Elements	SANBAG	\$22,783	\$22,783	DIF	
15	16.2	26.5	Near Devore, Install TSM Field Elements	Caltrans	\$22,716	\$22,716	CMIA	Measure funds to be shifted to 215
15	38.3	39.4	Route 15 La Mesa Road/Nisquall Road Interchange	Victorville	\$65,085	\$31,335	CMIA	New Local interchanges on I-15 that relieve congestion at existing local interchanges
15	29.5	30.9	I-15 Ranchero Rd Interchange Construction	Hesperia	\$54,000	\$27,000	CMIA	
210			Route 210 Connection to 215	SANBAG	\$4,967	\$2,400	DIF	Final element of SR210, High speed connectors
210	21.8	33.2	Various Cities, Install TSM Field Elements & Widen	Caltrans	\$18,767	\$18,767	CMIA	Measure funds to be shifted to 215
215			Route 215 HOV Lanes, Rte 10 to Rte 210	SANBAG	\$94,728	\$114,633	CMIA	Widening of 1215 through San Bernardino and improving freeway interchanges
215							RTIP/FAUG	Measure funds to be shifted to 215
215							Fed	Measure funds to be shifted to 215
215							TCRP	Consistent with Corridor Management Plan
215	7	17.8	On Route 215, Install TSM Field Elements & Widen	Caltrans	\$11,044	\$11,044	Measures	
					\$1,383,148	\$563,649		

Route	PM Back	PM Ahead	Description	Implementing Agency	Total Project Cost	Requested CMIA	Fund Source	Comments
58	0	12.9	Construct 4-lane Expressway	Caltrans	\$164,454	\$137,701		
58	21.8	31	Realign and Widen to 4-Lane Expressway	Caltrans	\$23,811	\$6,080		
					\$188,265	\$143,781		

**PRELIMINARY DRAFT
Caltrans Proposed CMIA Summary**

By District

District 1	\$150.0
District 2	\$80.1
District 3	\$372.0
District 4	\$1,360.0
District 5	\$363.0 *
District 6	\$311.4
District 7	\$1,497.8 *
District 8	\$636.7
District 9	\$50.0
District 10	\$265.0
District 11	\$561.6
District 12	\$405.3
Total	\$6,053.0
CMIA TMS	\$150.0
Total CMIA	\$6,203.0

By CMIA Region

North State	\$230.1
Sacramento Valley	\$372.0
San Francisco Bay Area	\$1,360.0
Central Coast	\$363.0 *
San Joaquin Valley	\$576.4
Eastern Sierra	\$50.0
Southern California-SCAG	\$2,585.9 *
San Diego	\$515.5
Total	\$6,053.0

By North/South

	North	South
District 1	\$150.0	
District 2	\$80.1	
District 3	\$372.0	
District 4	\$1,360.0	
District 5	\$89.8	\$273.2 *
District 6	\$164.7	\$146.7
District 7		\$1,497.8 *
District 8		\$636.7
District 9		\$50.0
District 10	\$265.0	
District 11		\$561.6
District 12		\$405.3
Total	\$2,481.6	\$3,571.3
Percent	41%	59%

By Congestion/Connectivity

	Congestion	Connectivity
District 1		\$150.0
District 2		\$80.1
District 3	\$312.7	\$59.3
District 4	\$1,102.0	\$258.0
District 5	\$151.5	\$211.6 *
District 6	\$75.2	\$236.2
District 7	\$1,482.0	\$15.8 *
District 8	\$543.1	\$93.6
District 9		\$50.0
District 10	\$250.0	\$15.0
District 11	\$515.5	\$46.1
District 12	\$405.3	
Total	\$4,837.3	\$1,215.7
Percent	80%	20%

* - VEN/SB 101 HOV South (PM 39.8/43.6 - PM 0.0/2.4), for \$151,470,000, is a continuous project that crosses the Ventura and Santa Barbara County lines. It is included in the District 5 total and the Central Coast numbers, not District 7 or Southern California - SCAG

PRELIMINARY DRAFT
Caltrans CMIA Project Candidates
(\$ x 1,000)

Dist.	EA#	County	Route	PM Back	PM Ahead	PSR	Description	Total Project Cost	Current Programmed Funding	Proposed CMIA	Other Proposed Fund Sources				Project Milestones	
											STIP IP Augmentation	STIP RIP Augmentation	Local/ Measure	Other	PA&ED	Construction Start
08	0H160	RIV	215	8.4	15.7	12/31/06	Route 215 Widening - I-15 to Scott Road	\$56,000		\$56,000					1/1/2010	5/1/2012
08	0F541	RIV	91	0	10.8	12/31/06	71/91 Interchange and Connector to 60/91/215 Interchange	\$99,014		\$99,014					10/1/2009	7/1/2012
08	44340	RIV	91	15.6	21.6	Yes	On Route 15; Widening Phase 2	\$238,106	\$76,616	\$161,490					4/1/2007	7/1/2012
08	355560	SBD	15	41.9	46	Yes	Completes the widening from Victorville to Barstow	\$135,718	\$89,286	\$46,432					3/1/2008	9/1/2010
08	49750	SBD	10	11.6	19.1	Yes	In Fontana; Widen Exit Ramps and Construct Auxilia	\$30,325		\$30,325					1/1/2008	6/1/2009
08	0F150	SBD	10	33.3	36.9	Don't Know	Redlands & Yuclapa; Construct Westbound Mixed Flow	\$43,186		\$38,186			\$5,000		6/1/2007	2/1/2010
08	007130	SBD	215	4.1	10.1	Yes	In San Bernardino from just North of Route 10 to the Route 210 Interchange. Construct HOV Lanes, Mixed-Flow Lanes and operational improvements (TCR #57)	\$769,202	\$657,509	\$111,693					12/1/2005	11/1/2010
08	043510	SBD	58	21.8	31	Yes	Near Hinkley from Valley View Drive to Agate Road. Realign and Widen to 4-Lane Expressway.	\$105,567	\$15,007	\$93,560					5/1/2009	5/1/2012
TOTALS								\$1,480,118	\$838,418	\$656,700	\$0	\$0	\$5,000	\$0		

ATTACHMENT 5

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

